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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

COMPANY PETITION NO. 470 OF 2014

Avinash Chhaabria	...Petitioner
VS	
Viiking Media & Entertainment Pvt. Ltd.	...Respondent.

.....
Mr Swapnil Bangar i/b Neha Mehta for the Petitioner
Mr Omprakash Parihar for the Respondent.
.....

CORAM : S.C. GUPTE, J.

AUGUST 25, 2015

P.C. :

This Petition is in respect of an alleged debt of Rs.62 lacs owed by the Respondent company to the Petitioner. The Petitioner's claim arises out of two documents. First is an appointment letter dated 13 February 2012 issued by Viiking Ventures appointing the Petitioner as a "Group COO". The other document is an agreement dated 1 April 2012 between Viiking Ventures and the Petitioner. The claim is in respect of the salary/ consultancy fees payable to the Petitioner under these documents. It is the case of the Petitioner that under the agreement, the payment of fees was to be made by the Respondent company. The Petitioner relies upon sub-clause (3) of clause 2 of the agreement dated 1 April 2012 in this behalf. The Petitioner's case is also that he had addressed a communication concerning outstanding amounts to the Respondent company and that the Respondent had agreed to make payments. The Petitioner also relies upon invoices raised by the Petitioner on Viiking Ventures in respect of these dues.

2 The relevant clause, namely, clause 2(3), shows that the payment of fees was to be made from Viiking Entertainment Pvt. Ltd. Viiking Entertainment Pvt. Ltd. is not a Respondent to the Petition. There is nothing on record to show

that the Respondent company is actually responsible for making any payment for the dues claimed by the Petitioner. As a matter of fact, there is no privity of contract between the Petitioner and the Respondent company. As for the reliance of the Petitioner on the correspondence between the parties regarding the Petitioner's outstanding dues, it is noticed that this correspondence is between one Viiking Beverages or Viiking Ventures on one hand and the Petitioner on the other. This correspondence does not show that the Respondent company has anyway admitted to pay the alleged outstanding dues. It is submitted by learned Counsel for the Petitioner that the Respondent company is a group company of Viiking Ventures and that the Petitioner has actually worked for the Respondent company during this period. That is plainly immaterial from the point of view of maintaining a claim against the Respondent company.

3 The Petitioner's claim has been disputed by the Respondent company, ever since the first demand was made on the Respondent company. Even in its first reply to the Advocates' notice dated 22 November 2013, the Respondent company has asserted that the Petitioner was appointed by Viiking Ventures and not the Respondent and further that Viiking Ventures was not liable to make any payment to the Petitioner on account of a business loss caused by the Petitioner to Viiking Ventures. The reply makes it clear that the liability, if any, to pay the outstanding dues was of Viiking Ventures and even that liability was disputed. Merely because the contracting party with reference to the Petitioner is a group entity of the Respondent company, no liability can be foisted on the Respondent company.

4 The company clearly has a bona-fide dispute concerning the liability. There is no merit in the Petition. The Petition is dismissed. There shall be no order as to costs.

(S.C.GUPTA J.)