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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **ARB.P. 480/2016 & IA 9707/2016**

ACHIEVERS SECURITIES

..... Petitioner

Through: Mr Akshay Bhatia, Advocate for
applicant.

Versus

SAGAR PRINTERS & PUBLISHERS

..... Respondent

Through: Mr Mukul Dhawan, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **17.11.2016**

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996, *inter alia*, praying for appointment of an Arbitrator to adjudicate the disputes that are stated to have arisen in respect of the alleged agreement dated 01.01.2012. The petitioner has also filed an application seeking exemption from filing certified/original copies of the documents annexed with the petition.

2. In paragraph 2 of the said application (IA 9707/2016), the petitioner has unequivocally affirmed that the copies of the documents filed with the petition are true copies of the respective originals. The petitioner has further undertaken to produce the original documents whenever the Court so directs.

3. The respondent has seriously objected to the copy of the agreement dated 01.01.2012 and states that the said agreement is a fabricated and a

forged document. The learned counsel for the respondent also drew the attention of this Court to the signatures appended on the said agreement, which clearly indicates that a copy of the signature of the signatory of the respondent has been placed on a photocopy of the alleged agreement and that has, thereafter, been photocopied. Although, the agreement is dated 01.01.2012, the signatures appended indicates the date as "18/10". It is further stated that even the name of the signatory of the respondent has been incorrectly stated.

4. In view of the objections raised by the respondent, this Court by an order dated 09.11.2016, directed the petitioner to produce the original copy of the said agreement. Even at that stage no objection was raised by the petitioner. The learned counsel appearing for the petitioner now states that the petitioner does not have the original copy of the agreement and the original of the same is with the respondent. The said contention is clearly unacceptable. There are no averments to this effect in the petition. On the contrary, the petitioner had unequivocally affirmed in its application (IA No. 9707/2016) that the petitioner would produce the originals of the photocopies of the documents filed in this Court.

5. The contention that the agreement appended is *ex facie* fabricated also appears to be correct. The signatures on the documents clearly indicate that they have been superimposed on the document and photocopied. And, that photocopy has been filed with the petition. Further, the date below the signatures also does not match with the date of the agreement.

6. The petition is, accordingly, dismissed with cost of ₹50,000/- which

shall be paid to the respondent within a period of two weeks from today.
Pending application also stands disposed of.

NOVEMBER 17, 2016
RK

VIBHU BAKHRU, J