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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **C.R.P. 159/2016 & CM No.35427/2016**

RAVINDER KUMAR Petitioner
Through: Mr. Anil Aggarwal, Advocate.

versus

MANJU SHARMA Respondent
Through: Mr. N.K. Verma, Advocate.

CORAM:
HON'BLE MR. JUSTICE R.K.GAUBA

ORDER
% **06.03.2018**

1. The respondent has instituted a summary suit (S-7264/2016) against the petitioner invoking the provision contained in Order XXXVII of Code of Civil Procedure, 1908 (CPC), *inter alia*, claiming the relief in the nature of recovery of Rs. 2,02,500/- on the averments that she (the plaintiff) had extended a loan of Rs.1,50,000/- to the defendant in October, 2010 against a formal loan agreement reduced to writing.
2. The defendant (the petitioner) when served with an application for leave to contest, denied that any such loan was taken or that he owes any such money to the plaintiff, contending that the document presented was forged and fabricated.
3. While allowing the leave to contest, the senior civil judge by her order dated 16.08.2016 has directed the petitioner (the defendant) to deposit Rs.75,000/- in the court in the shape of fixed deposit receipt as a condition.

4. To say the least, the condition imposed by the trial court is most unjust and unfair. There is no presumption that the contentions of the defendant are false or that the document presented by the plaintiff is true or genuine. These are issues which would be matter of trial and should rather be left to be addressed on the conclusion of the trial.

5. Thus, the condition of deposit of Rs.75,000/- is set aside. Unconditional leave stands granted to the petitioner.

6. The petition and the application stand disposed of in above terms.

R.K.GAUBA, J

MARCH 06, 2018

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