

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

+ **RFA No.8/2018**

% **24th January, 2018**

LALIT TYAGI Appellant

Through: Mr. Rahul Mohod, Advocate
with Mr. Manoj Sonkar,
Advocate.

versus

ARVIND TYAGI Respondent

CORAM:
HON'BLE MR. JUSTICE VALMIKI J.MEHTA

To be referred to the Reporter or not?

VALMIKI J. MEHTA, J (ORAL)

C.M. No.174/2018 (exemption)

1. Exemption allowed subject to just exceptions.

C.M. stands disposed of.

C.M. No.173/2018 (for condonation of delay)

2. For the reasons stated in the application, delay of 10 days

in filing the appeal is condoned.

C.M. stands disposed of.

RFA No.8/2018 and C.M. No.172/2018 (stay)

3. This Regular First Appeal under Section 96 of Code of Civil Procedure, 1908 (CPC) impugns the judgment/order of the Trial

Court dated 16.8.2017 by which the trial court has decreed the suit filed under Order XXXVII CPC by the respondent/plaintiff as the appellant/defendant had failed to comply with the earlier order dated 15.7.2017 granting leave to defend on deposit of Rs.1 lakh with respect to the suit filed for a sum of Rs.8 lacs.

4. The facts of the case are that the respondent/plaintiff filed the subject suit for recovery of Rs.8 lacs on the basis of the receipt dated 8.11.2015 and cheque dated 9.11.2015 for a sum of Rs.8 lacs issued by the appellant/defendant. There is no dispute that the cheque bears the signatures of the appellant/defendant and it is also not in dispute that the receipt also bears the signatures of the appellant/defendant. Appellant/defendant contended that the respondent/plaintiff had manipulated the cheque of Rs.30,000/- into a figure of Rs. 8 lacs and signatures on the receipt were taken on a blank document, however, in my opinion, inspite of such defences being clearly moonshine, yet the trial court was liberal in terms of its order dated 15.7.2017 by asking the appellant/defendant only to deposit a sum of Rs.1 lakh out of the suit amount of Rs.8 lacs. Appellant/defendant however even did not deposit this amount of Rs.1

lakh and consequently by the impugned order dated 16.8.2017 for non-compliance of the term for granting leaving to defend, suit has accordingly been decreed.

5. In view of the aforesaid, I do not find any merit in the appeal inasmuch as surely a condition imposed of deposit of only Rs.1 lakh for the suit amount of Rs.8 lacs secured by means of cheque and receipt cannot be said to be an unreasonable condition.

6. Dismissed.

JANUARY 24, 2018

Ne

VALMIKI J. MEHTA, J

