

O.A.No.273 of 2019
and
A.Nos.2150, 3914 and 3915 of 2019

PUSHPA SATHYANARAYANA, J.

The Applicant has filed O.A.No.273 of 2019 under Section 7 of Arbitration Act, to direct the respondent to furnish security to the tune of Rs.25,00,000/- failing which to attach the property declared in the judges summons and also to pass an order of Interim Injunction restraining the respondent from interfering with the peaceful possession and enjoyment of the property.

2. The learned counsel for the Respondent contended that lease deed/ agreement dated 01.02.2017 based on which the application is filed itself was a fraudulent document brought in by forging the signature of the respondent. He has also taken out an application in application No.3915/2019, seeking direction to the first respondent therein to produce the original copy of the subject Lease Agreement dated 01.02.2017 for sending it to the Hand Writing Expert for verifying the genuineness of his signature. In the said document, it is the admitted signature of the applicant therein found in the Registered settlement deed dated 21.02.2019.

3. An order was passed by this Court on 07.08.2019 appointing an Advocate Commissioner to receive the original documents viz., Lease

Agreement dated 01.02.2017 (original) and the General Power of Attorney dated 07.01.2013 (executed in original) wherein the original signature of the first respondent was found.

4. A report dated 04.11.2017 was received from the Deputy Director, Documents Division, Forensic Sciences Department, Chennai, as per which, it is stated as follows:

"The person who wrote the red enclosed signatures stamped and marked A1 to A15 did not write the red enclosed signatures similarly stamped and marked Q1 to Q3."

5. Along with the said report, reasoning sheet was also furnished by the experts.

6. As the Arbitration Clause based on the lease agreement dated 02.12.2018, which is found to be forged document, the applicant cannot invoke the provision of Arbitration and Conciliation Act. Hence, the Application No.273 of 2017 is dismissed. It is open to the respondent to proceed against the applicant in accordance with law. Consequently, the Applications in A.Nos.2150, 3914 and 3915 of 2019 are also closed.

7. The Original Settlement Deed 19.04.2011 executed by the first

respondent is returned to the learned counsel for the 1st respondent after substituting with the photo copy.

8. The report of the Expert, along with Power of Attorney and Lease Agreement is kept inside the sealed cover and it is open to the parties to obtain certified copies, if required.

9. The learned Advocate Commissioner has filed a report dated 12.11.2019 in compliance of the order passed by this Court on 07.08.2019. He would seek additional remuneration for the efforts undertaken by him in this regard. Considering the same, a further sum of Rs.10,000/- (Rupees Ten Thousand only) is directed to be paid by the applicant as additional remuneration within a period of two weeks from the date of receipt of a copy of this order. The Advocate Commissioner shall stand discharged.

सत्यमेव जयते

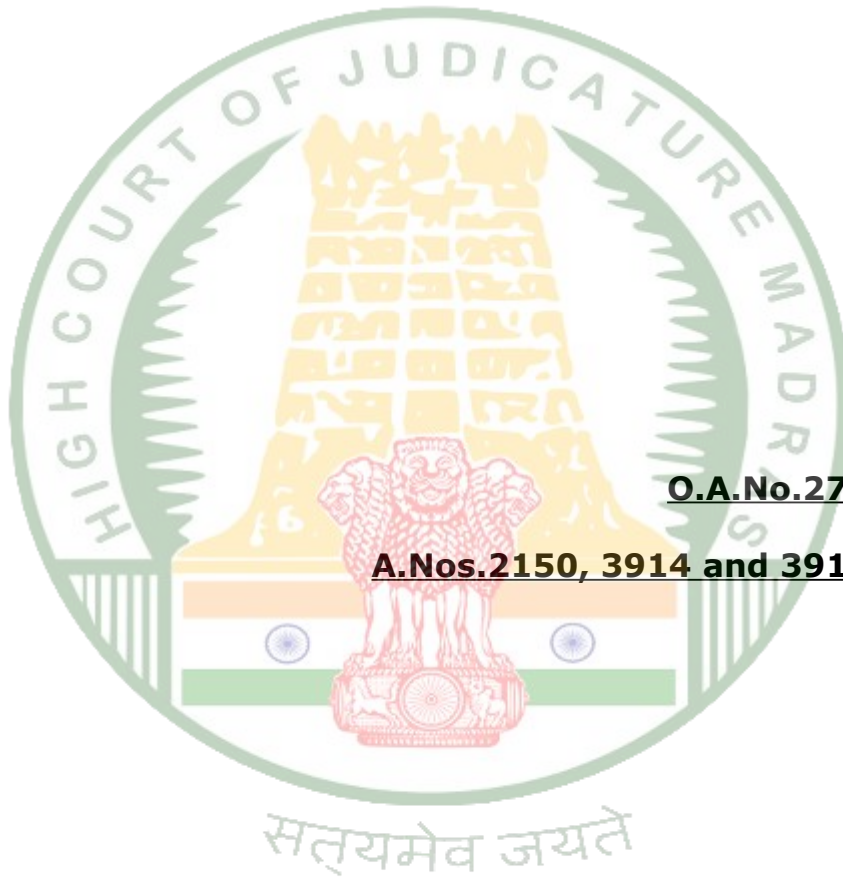
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25.11.2019

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PUSHPA SATHYANARAYANA, J.

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