

**245 RA-CR-175-CII-2018 in
CR-3646-2018**

**M/S MEHAK HOSPITALITY PVT LTD AND ORS. VS M/S
SPLENDOR LANDBASE LTD**

Present: Mr.Rajinder Sharma, Advocate
for the applicants-petitioners.

Mr.Gaurav Chopra, Advocate
for the non-applicants/ respondents.

By way of filing Review Application in CR No. 3646 of 2018, learned counsel for the applicants states that though he is not aggrieved by the ultimate result of the revision petition, but his prayer is only to the extent of re-production of para No.6 in para No.7 of the order, which needs to be clarified on the basis of certified copy of the written statement, which is now being placed on record along with Review Application.

Perusal of certified copy of the written statement filed by the defendants-petitioners would show the following recital:-

“That para no. 6 of the plaint is wrong and denied and the plaintiff be put to strict proof thereof. It is denied that lastly the defendants paid a sum of Rs.50,000/- to the plaintiff on 7.6.2013. In the plaint the payment of this amount is alleged to be made by the defendants to the plaintiff, where as the statement of account filed by the plaintiff shows the payment of amount by the plaintiff to the defendants on 7.6.2013.

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The statement of account and the contents of the plaint are both contradictory to each other. As per statement of account, there was no transactions of any sort between the parties after the year 2009 but just to bring his suit within the period of limitation, the plaintiff has alleged that he paid in cash the amount of Rs. 50,000/- in the account of the defendant no.1. This reflects that the plaintiff is very much aware that his suit was hopelessly time barred but still he was misguiding the court by concealment and suppression of material facts. It is denied that presently a sum of Rs.1,20,50,000/- is still due towards the defendants as alleged. It is denied that defendants are liable either to transfer the land in the name of the plaintiff or to pay this alleged amount along with the interest. This suit cannot be entertained by the court without the payment of requisite court fee.”

While dismissing the revision petition, this Court has taken cognizance of para No.6 of the written statement, which was produced during the course of proceedings. Para No.6 of the written statement produced before the Court at the time of decision and that of certified copy are at variance and the observation made by this Court in para No.8 of the order is also dependent upon para No.6 as was reproduced in the order. The

ultimate result of the case would not change, if para No.6 arising out of certified copy of the written statement is allowed to be considered in place of para No.6 as reproduced in para No.7 of the order.

With this clarification, this Review Application is disposed of.

**(RAJ MOHAN SINGH)
JUDGE**

December 04, 2019
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