$~56

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

\+ CM(M) 426/2019, CM APPLs. 11732-33/2019

GURMEET SINGH ..... Petitioner

Through: Mr. Avinash Kumar Lakhanpal and Mr. Dhiraj Kumar, Advs.

versus

RAM SHANKER ..... Respondent

Through:

CORAM:
HON'BLE MR. JUSTICE NAJMI WAZIRI

O R D E R

% **13.03.2019**

The petitioner is aggrieved by an order dated 29.01.2019 whereby his application seeking leave to defend in a summary/money suit under Order XXXVII CPC, was allowed subject to his depositing 50% of the suit amount i.e. Rs.3 lakhs with the Court. The order *inter alia* reads as under:

> *"3. On the other hand, the defendant claimed that there are various transactions which took place between the parties and the amount of Rs.6.00,000 was already repaid. In this regard, counsel for defendant has drawn my attention to page no 48 which shows acknowledgment of receiving of certain amount by the plaintiff but the counsel for plaintiff specifically claimed that the amount ofRs.4,00,000 was towards the receiving given by the defendant and the next amount of Rs.19,00,000 and third amount of Rs. 3,00,000 though not admitted but even if it is presumed to have been acknowledged by the plaintiff, the same pertained to another transaction of sale of the property of the defendant vide agreement to sell dated February, 2011 whereby Rs.25,00,000 was given by the plaintiff but since the said deal was hot completed, the defendant returned the said amount of Rs.22,00,000.*
>
> *4. When a specific query, was raised with regard to the aforesaid entries to the counsel for defendant as well as*

defendant, he simply argued that there were various other transactions between the parties but no specific details of the amount taken, paid back, when and to whom, have been disclosed. The amount of Rs.6,00,000 also do not correspond clearly to the amount of Rs.19,00,000 and Rs.3,00,000."

The learned counsel for the petitioner relies upon para 8 (iii) of his application for leave to defend which reads as under:

"8. (iii). That it is submitted that the amount as mentioned in the agreement has already been returned by the Defendant during their financial transactions and nothing was due and payable to the Plaintiff arising out of the agreement between the parties. It is submitted that the Defendant herein is filing his bank account for the year 2015 in order to show the fact that there has been financial transaction between the parties and the Defendant on 27.5.2015 has transferred huge amount of Rs.7 lakhs in the name of family members of the Plaintiff. It is submitted that the Plaintiff herein had misused the blank cheque given by the Defendant to the Plaintiff as mentioned above."

Quite clearly, the said pleading does not, in any way, address the issue raised by the Court. Accordingly, the petition being without merits and is dismissed as being frivolous, with cost of Rs.10,000/- to be deposited with the Delhi High Court Staff Welfare Fund, within two weeks.

NAJMI WAZIRI, J

MARCH 13, 2019/acm