

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH.

114

CR No.6927of 2019 (O&M)

Date of decision:19.3.2020

Manoj

... Petitioner

versus

M/s MRG Infrabuild Pvt. Ltd. and others

... Respondents

CORAM: HON'BLE MR. JUSTICE AMOL RATTAN SINGH.

Present: Mr.R.S.Mamli, Advocate, for the petitioner
Mr.Vikas Bahl, Sr.Advocate, with
Ms.Priyanka Kansal, Advocate,
for respondents no.1 and 2

...

AMOL RATTAN SINGH, J. (Oral)

This case has been taken up out of turn on the request of Ms.Priyanka Kansal, learned counsel for respondents no.1 and 2, with Mr.Vikas Bahl, learned Senior Counsel appearing for them, submitting that as a matter of fact, the document relied upon by the petitioner as has been referred to in the order of this court dated 5.3.2020 (Annexure P-4), is not a document admitted by the respondents and therefore even the statement made by learned counsel for the petitioner before this court to that effect (that it was an admitted document), was a wholly wrong statement made because in the written statement filed by the respondents in the trial court, they had denied the document.

He further points to the vernacular of the said document (at page 33 of this file), as also to the copy of the sale deed dated 15.4.2019 (copy Annexure P-5 with CM no.1370-CII of 2020), to submit that the signatures of the authorised signatory of the sale deed (the admitted document) do not in any manner match the signatures of the person shown

to be an authorised signatory in the document (Annexure P-4), with in fact there being also no stamp of the company beneath the signatures of the person shown to be an authorised signatory.

Mr.Bahl further points out that the sale deed is dated 15.4.2019, with the document Annexure P-4 also shown to be of the same date, which is why it would be very strange for a different person to sign the agreement dated 15.4.2019 on behalf of the company, with a different person signing the sale deed dated 15.4.2019.

Keeping in view the aforesaid contentions raised, which Mr.Mamli, learned counsel for the petitioner, obviously denies, with him reiterating that the document (Annexure P-4) was also a short supplementary agreement entered into between the parties.

His suggestion is accepted, to the effect that Rs.75,00,000/- as is alleged to have been paid to the brother of the petitioner by the respondent company, allegedly in violation of the document (Annexure P-4), be deposited with the trial court by the respondent company for that court to thereafter deposit it in nationalised bank as a fixed deposit for a period of one year initially, with that deposit extendable for a further period till the pendency of the suit, the money to eventually be released along with interest accruing thereupon, to the party that succeeds in the suit.

It is to be noticed that a copy of the written statement has been produced in court today by Mr.Bahl. In paragraph 3 thereof a document stated to be at page 63 of the suit filed before the trial court, is contended to be a forged and fabricated document, with Mr.Bahl also pointing to the first paragraph of the written statement itself to that effect.

The aforesaid contentions of learned Senior Counsel for respondents no.1 and 2 have been noticed only for the purpose of this court commenting on the contention raised by learned counsel for the petitioner on 5.3.2020, to the effect that the document, Annexure P-4, is an admitted document by the respondents which, at least seemingly as per the written statement, it is not.

Whether however that document is a genuine document or a forged document, would be a matter to be decided by the trial court on the basis of evidence led before it, with no observation made in this order to be taken by that court to be one in respect of the genuineness, or otherwise, of that document.

Consequently, evidence as they wish to, would be led by both the parties as regards the genuineness of the document (Annexure P-4), before that court.

In view of the fact that the respondent company has been directed to deposit Rs.75,00,000/- as is the 'disputed amount' as per the petitioner, the interim order passed on 5.3.2020 stands vacated.

Therefore, construction as had been ordered to be stopped, may continue, subject to the deposit of Rs.75,00,000/- by the respondent company.

With the aforesaid directions, this petition is disposed of.

19.3.2020

pk

Whether speaking/reasoned

Whether Reportable

(AMOL RATTAN SINGH)

JUDGE

Yes/No

Yes/No