IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

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CWP-25249-2024 (O&M)
Date of decision: 01.10.2024

Ajit Singh

...Petitioner

VERSUS

Permanent Lok Adalat (Public Utility Services), Rewari and others

...Respondents

CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present :- Mr. Anoop Singh Yadav, Advocate for the petitioner.

Mr. Gaurav Goel, Advocate and
Mr. Teginder Singh, Advocate for the respondent-Bank.

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VINOD S. BHARDWAJ, J. (Oral)

1. Challenge in the present petition is to the award dated 28.07.2023 passed by Permanent Lok Adalat (Public Utility Services), Rewari, in case No.18 of 2019 titled as 'Ajit Singh Vs. Central Bank of India and others' whereby the application under Section 22-C of the Legal Services Authorities Act, 1987 preferred by the applicant-petitioner was dismissed.

2. Learned counsel for the petitioner *inter alia* contends that applicant-petitioner is an account holder of respondent No.2-Central Bank of India, Branch Kosli, District Rewari, Haryana vide account No.2072716107. He had presented a cheque No.112134 dated 15.11.2018 for an amount of Rs.4,80,000/-, drawn on Axis Bank Ltd., Branch Bahadurgarh, District Jhajjar, on 01.12.2018, in his aforesaid account for its encashment. The

petitioner-applicant visited the respondent-Bank regarding payment of his said cheque on numerous occasions, but no satisfactory response was given. Hence, an application was moved by him on 18.12.2018 for seeking information as regards the status of the said cheque. However, even thereafter, the Bank did not disclose the status of the said cheque. Information was later also sought under the RTI Act, 2005 but no response was filed to the same as well, hence, an application under Section 22-C of the Legal Services Authorities Act, 1987 was preferred before the Permanent Lok Adalat (Public Utility Services), Rewari.

3. On notice of the application, the respondent-Bank filed its reply raising various objections including with respect to the maintainability of the application. On merits, it was informed that the applicant-petitioner had earlier filed a complaint no.115 of 2019 before the District Consumer Disputes Redressal Forum which was earlier dismissed on 01.03.2019. Hence, there was no jurisdiction with the Permanent Lok Adalat (Public Utility Services) to entertain the said application.

4. A replication to the written statement filed on behalf of respondents No.1 and 2 was filed wherein it was asserted that the complaint filed before the District Consumer Disputes Redressal Forum was about different cheque No.379702 dated 14.05.2017 amounting Rs.2,10,000/- and that the instant application had been filed regarding cheque No.112134 dated 15.11.2018 amounting Rs.4,80,000/-.

5. The respondent-Life Insurance Corporation of India also filed its separate reply raising various preliminary objections about the

maintainability of the application. It was also stated that the photocopy of cheque No.112134 is a fabricated and forged document, prepared and produced by the applicant before the Court. It was also claimed that on verification it was confirmed that in the year 2018 there was no insurance policy in the name of the petitioner-applicant. As such, the question of issuance of cheque for discharge of liability of Rs.4,80,000/-, on maturity of any policy, does not arise at all. It was specifically averred that the petitioner-applicant had earlier obtained a policy bearing No.175910191 and the surrender value of Rs. 72,129/- was released to the petitioner. Out of same a sum of Rs.72,000/- was reinvested in policy No.178823328 as a single payment premium policy. At the time of the surrender of earlier policy No.175910191, after the re-investment of Rs. 72,000/-, the balance of Rs.129/- was paid to the petitioner-applicant through cheque No.112134 (dated 15.11.2010). This is incidently the same cheque number which is now a subject matter of dispute (the only difference is that the amount averred is Rs.4,80,000/- instead of Rs. 129 and the same has been dated as 15.11.2018 instead of 15.11.2010).

6. The aforesaid cheque, for a sum of Rs.129/-, was however never presented for encashment rather. It was averred that a forgery was committed by the petitioner-applicant. The second subsequent policy No.127100101000741 was also surrendered and surrender value of Rs.1,02,204/- was paid through NEFT in 2015 and there was no balance or contract. The LIC thus denied the issuance of the cheque and existence of any liability to pay the sum of Rs.4,80,000/-, as claimed by the petitioner. A

prayer was made to dismissed the application with exemplary cost and to initiate proceedings under Section 340 Cr.P.C.

7. As the efforts for conciliation failed between the parties, hence, the matter was adjudicated on merits under Section 22C(8) of the Legal Services Authorities Act, 1987. The Permanent Lok Adalat (Public Utility Services) considered the evidence led by the respective parties, including the LIC, and upon consideration of the rival submissions, came to a conclusion that the applicant-petitioner failed to produce any cogent or convincing evidence to prove his case and instead, the documentary evidence produced by him was held to be forged. The applicant-petitioner also failed to rebut the documentary evidence produced by the respondents and the application was dismissed with a cost of Rs.25,000/-. The operative part of the award reads thus:-

> ***"13. We have very carefully perused the file and heard the oral argument of the learned counsel for the parties.***
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> ***14. Here the case of applicant is that he had deposited on 01.12.2018 a Cheque No.112134 dated 15.11.2018 amounting Rs 4,80,000/- drawn on Axis Bank, Bahadurgarh in his bank account No. 2072716107 for its encashment in his favour vide deposits slip dated 01.12.2018. According to applicant the LIC of India i.e. respondent No.3 had issued the said Cheque on dated 15.11.2018 but respondent No.3 has specifically denied the assertion of the applicant, According to respondent No.3 the applicant had obtained policy***

No.175910191 which was surrendered with total surrender value Rs 72,129 out of which Rs.72,000/- was reinvested in policy No. 178823328 as single premium policy and balance Rs. 129/- was paid to applicant through Cheque No. 112134 dated 15.11.2010. This cheque was never en-cashed by applicant. Second policy No. 178823328 was also surrendered and surrender value of Rs. 1,02,204/- was also paid to the applicant on 27.11.2015. After 2015 no policy was existed in the name of applicant. The respondent No.3 specifically denied the fact that they had issued the aforesaid Cheque in 2018. The respondent No.3 contended that being responsible public undertaking signature on Cheque was also matched from the list of authorized officer in the year 2018 and it was found that no such Cheque was issued in the year 2018. The respondent No.3 contended that the applicant has forged/fabricated the Cheque No. 112134 dated 15.11.2010 of amounting Rs.129/- Contention of respondent No.3 that question of issuance of Cheque of Rs 4,80,000/- without any liability or maturity or surrender of any policy does not arises, is convincing. Here the applicant has failed to prove the fact that he was having any policy which was got matured or surrendered by him in year 2018 of amounting Rs.4,80,000/-, as he has not produced any evidence to prove this fact. The applicant has not produced any cogent, reliable and

trustworthy evidence to rebut the contention of the respondent No.3 that applicant was not having any policy after 27.11.2015 and respondent No.3 had not issued Cheque No.112134 dated 15.11.2018 for amount of Rs.4,80,000/- rather the applicant has fabricated the Cheque No.112134 dated 15.11.2010 for amount of Rs.129/-. Respondent No.2 also contended that the applicant never deposited aforesaid Cheque with respondent bank and applicant had used anyhow the seal of the bank on the deposit slip to create evidence in his favour. Ex.P2 i.e., receipt of deposit slip with over writing, produced in evidence by applicant, is also a fabricated/forged document to cheat the respondent bank. Contention of respondents No.1 & 2 that the applicant is in a habit of filing false cases as previously the applicant had filed a complaint about Cheque No.379702 dated 14.05.2017 before DCDRF, Rewari and the same was dismissed on dated 15.10.2018 and the appeal of the order dated 15.10.2018 filed by the applicant was also dismissed as withdrawn on dated 01.03.2019. seems to be correct. Contention of respondent No.2 that applicant has not deposited the Cheque in question in their branch which is proved from the copy of OCC generated by computer i.e. Ex.R3 is also correct.

15. The applicant has not produced any cogent or convincing evidence to prove his case rather the documentary

evidence produced by the applicant seems to be forged one. The applicant has also failed to rebut the documentary evidence produced by respondents. In these circumstances we are of the considered opinion that no case is made out in favour of the applicant. The applicant is not entitled for any relief, therefore, the application, filed by the applicant, is hereby dismissed with cost of Rs.25,000/-, The applicant is directed to pay Rs.25,000/- to the respondents No.1 and 3 in equal share. File be consigned to the record-room after due compliance."

8. Aggrieved thereof, the present writ petition has been filed.

9. Learned counsel for the petitioner has reiterated his arguments that the cheque of Rs.4,80,000/- was deposited by the petitioner on account of the maturity of insurance policy and the same was duly issued by the Life Insurance Corporation (LIC). He contends that the respondents have failed to lead any evidence that would establish that the cheque in question does not belong to them. Accordingly, it is argued that the award passed by the Permanent Lok Adalat (Public Utility Services), Rewari, suffers from an infirmity and failure to appreciate the evidence adduced on record.

10. Learned counsel appearing on behalf of the respondent-Bank who is on an advance notice, however, contends that the Permanent Lok Adalat (Public Utility Services) had specifically taken into consideration the evidence led by the respective parties including the clinching evidence led by the LIC which shows that the cheque No.112134 dated 15.11.2010 was

infact issued by the LIC for a sum of Rs.129/- that had also not been en-cashed. The said cheque has now been forged and represented with the respondent-Bank by forging the date as 15.11.2018 and the amount as Rs.4,80,000/-. The LIC specifically pointed out that there was no policy that was due and for which any cheque for the said amount had been issued in favour of the petitioner. A specific finding on the application before the Permanent Lok Adalat (Public Utility Services) on forged document has been returned by it and that there is no evidence to rebut the same.

11. I have heard the learned counsel appearing on behalf of the respective parties and have gone through the documents available on record including the finding returned by the Permanent Lok Adalat (Public Utility Services) Rewari.

12. On consideration of the arguments advanced and the finding returned by the Permanent Lok Adalat (Public Utility Services), Rewari, I am of the view that there is no evidence led by the petitioner on the basis whereof the defence raised by the respondents can be said to be demolished or be rendered liable to be rejected. The circumstances of the case suggests that the LIC had issued the aforesaid cheque No.112134 for a sum of Rs.129/- dated 15.11.2010 which seemingly has been forged by overwriting the date as 15.11.2018 and the amount of Rs.129/- has now been fabricated as Rs. 4,80,000/-. Once the respondents had denied the issuance of any such cheque, the burden lay upon the petitioner to establish that the cheque had been obtained lawfully and was in discharge of a liability and that he was a holder of the said cheque in due course. There can be no negative to

establish non-issuing a cheque once all other details indicating that cheque was not issued for the said amount on the said date or against any policy. Once the said burden has not been discharged by him and the respondent-LIC has specifically demolished the evidence put forth by the petitioner and also established that there was no liability owed by the LIC to the petitioner and as such there was no occasion for crediting such amount.

13. It cannot thus be said the Permanent Lok Adalat (Public Utility Services), Rewari has passed the award without appreciating the evidence adduce on record. I am unable to find any illegality, infirmity, perversity or impropriety in the award passed by the Permanent Lok Adalat (Public Utility Services), Rewari. All the aspects claimed by the petitioner have already been considered and a finding has been returned against him. No evidence/argument to contradict the finding based on the evidence has been led by the applicant-petitioner or referred to during the course of the argument.

14. In exercise of powers of judicial review, this Court does not substitute or supplants its opinion for that of the Permanent Lok Adalat (Public Utility Services). Once the view taken by the Permanent Lok Adalat (Public Utility Services) is a probable view on the dispassionate and objective assessment and appreciation of the evidence adduce on record, the award passed by the Permanent Lok Adalat (Public Utility Services) would not be ordinarily interfered with.

15. The present writ petition is accordingly **dismissed**. The award dated 28.07.2023 passed by Permanent Lok Adalat (Public Utility Services),

Rewari, in case No.18 of 2019 titled as 'Ajit Singh Vs. Central Bank of India and others' is **affirmed**.

(VINOD S. BHARDWAJ)
JUDGE

01.10.2024
Mangal Singh

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No