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

\+ RFA(OS) 54/2016

DR BHIMRAO AMBEDKAR UNIVERSITY ..... Appellant
Through: Mr. Arun Vohra, Advocate with
Mr. S.N. Pandey, Advocate

versus

ARUN BANSAL ..... Respondent
Through: Mr. Alok Kumar, Senior Advocate with
Ms. Manisha A. Narain, Mr. Amit
Kumar Singh Mr. Varun Maheshwari,
Mr. Manan Soni and Mr. Ankit Jain,
Advocates.

% Date of Decision: 20th September, 2023

CORAM:
HON'BLE MR. JUSTICE MANMOHAN
HON'BLE MS. JUSTICE MINI PUSHKARNA

J U D G M E N T

MANMOHAN, J: (ORAL)

1. Present appeal has been filed challenging the impugned order dated 27th November, 2014 passed by the learned Single Judge in CS(OS) 892/2008 whereby the suit filed by the respondent-plaintiff for recovery of Rs.56,67,048/- was decreed in its favour for a sum of Rs.38,08,500/- along with 8% interest from the date of filing of the suit i.e. 28th April, 2008 along with proportionate costs i.e. Rs.39,599.05/-.

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ARGUMENTS ON BEHALF OF THE APPELLANT-UNIVERSITY

2. Learned counsel for the appellant-University states that the Courts at Delhi lacked territorial jurisdiction to entertain the suit as the suit for recovery of money had been filed in respect of materials allegedly supplied by the respondent to the appellant-University at Agra. He emphasises that the appellant-University is situated at Agra.

3. Learned counsel for the appellant-University points out that there was no Agreement or order of Purchase executed / exchanged between the parties for printing of Central Pre Medical Test 2005 (for short 'CPMT 2005') examination papers as the alleged meeting, even according to the respondent-plaintiff, had taken place at the personal residence of the Vice Chancellor in Delhi, which was unofficial, unauthorized and illegal.

4. Learned counsel for appellant-University further states that the learned Single Judge failed to appreciate that the appellant-University had categorically denied payment of Rs.10 lacs to the respondent. He states that the respondent failed to prove the receipt of cash consideration by not adducing appropriate evidence such as income tax returns, Bank Statements etc. He repeatedly emphasises that the rates of printing of examination papers were not approved by the appellant-University.

5. Learned counsel for the appellant-University contends that the alleged bills dated 17th March, 2006 placed on record by the respondent are not genuine as they were raised after almost nine months of delivery. He points out that though the two bills dated 17th March, 2006 bear the same date and the same number, yet they are of different amounts.

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COURT'S REASONING

6. A perusal of the Trial Court record reveals that the examination papers of CPMT 2005 were initially leaked and the examination had to be cancelled. The Vice Chancellor was entrusted with the task of printing of examination papers and it was he who selected the respondent-plaintiff as the printer and paid an advance of Rs.10 lacs.

7. In fact, Professor Hari Mohan (PW2), Director of the appellant-University and the then Coordinator of CPMT 2005 examination has deposed under Oath that the question papers were printed by the respondent-plaintiff against an advance of Rs.10 lacs made by the Vice Chancellor as the earlier question papers had leaked. He has further stated that he had signed the copy of the Bill raised by the respondent-plaintiff and that the CPMT examinations, 2005 were successfully conducted, without any complaint, with the papers printed by the respondent-plaintiff. The relevant portion of the evidence of Professor Hari Mohan is reproduced hereinbelow:-

> *"….I was co-ordinator for C.P.M.T. Examination in 2005…. From the instructions of the Vice Chancellor. I came to know that these question papers were printed by the plaintiff. The Nodal Officers had given the acknowledgment for the papers received by them. The acknowledgment have already been exhibited Ex.PW1/3A to Ex.PW1/3J and also as Ex.P-2 to Ex.P-8. The papers printed by the plaintiff were used in the examination and there were no complaints at all. I had received a reminder and a copy of a bill. I had signed the copy of that bill and acknowledgment of the copy of the receipt which bears signature at point "A" on Ex.PW1/5. I received another reminder from the plaintiff in 2006 on which the Vice Chancellor made a noting that the remaining payment be made to the plaintiff and the same was marked to me by the Vice Chancellor…."*
>
> *Ans….an advance of Rs.10 lacs was made to me by the University as a co-ordinator. Then the Vice Chancellor asked me to submit Rs.10 lacs to him in cash because he will have to pay the money to the printer because it was*

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highly confidential and only the Vice Chancellor knew as to who was the printer. The Vice Chancellors made payment to the printer and handed over the receipt of the same to me. Lateron, when the reminder of the plaintiff came, I gave the said receipt along with the reminder and other papers to the Vice Chancellor.

I did not take any receipt from the vice Chancellor for Rs. 10 lacs paid to him in cash by me. I had not made any other payment to the Vice Chancellor other than Rs. 10 lacs as mentioned by me above. It was most probably last week of May 2005 that I paid Rs. 10 lacs to the Vice Chancellor. The Vice Chancellor gave me the receipt Ex.P-9 in the last week of june or first week of july 2005."

8. The receipt issued for a sum of Rs.10 lacs paid by Mr. A.K. Kukla, Vice Chancellor of the appellant-University in favour of the respondent-plaintiff is an admitted document. The said receipt Ex.P9 reads as under:-

"4.6.2005

I Arun Bansal received a sum of Rs.10,00,000/- (Rupees Ten lakh only) as cash as advance towards the printing of confidential work related to CPMT, 2005 Examination from sh. A.K. KUKLA (Vice Chancellor) at his residence H.No. 240, Farmer Apartment, Sector-13, Rohini, Delhi on 4th June, 2005 at Delhi."

Sd/-"

9. From the aforesaid receipt, it is apparent that the contract of printing of CPMT 2005 examination papers was entrusted by the Vice Chancellor of the appellant-University to the respondent-plaintiff and that a sum of Rs.10 lacs was paid in Delhi. It is also not the appellant-University's case that some other printer had carried out the exercise of printing of examination papers of CPMT 2005.

10. Consequently, a part of the cause of action had arisen in Delhi. Further, the factum of payment of Rs.10 lacs by the appellant-University to the respondent-plaintiff is an admitted fact which was not required to be proved by leading evidence such as income tax returns and bank statements. Accordingly, the Court in Delhi had the territorial jurisdiction to entertain the suit.

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11. This Court also finds that the appellant-University had led no evidence to show that the procedure for award of printing contracts had been violated by the then Vice Chancellor or that the bills placed on record by the respondent-plaintiff were not genuine.

12. As far as the discrepancy in the two Bills dated 17th March, 2006 is concerned, the same has been explained by Professor Hari Mohan-PW2 wherein he had stated that he had asked the Vice chancellor as to why the payment of Rs.10 lacs made to the respondent-plaintiff was not reflected in the initial Bill Ex.PW1/5. According to him, thereafter, a revised bill bearing the same date and number was issued by the respondent-plaintiff mentioning the correct outstanding amount. The relevant portion of the evidence of Professor Hari Mohan (PW2) on this issue is reproduced hereinbelow:-

> *"…..I asked the Vice Chancellor as to why the Rs. 10 lacs paid to the plaintiff was not reflected in the bill Ex.PW1/5 and the Vice Chancellor told me that the bill may be revised by the plaintiff….."*

13. Keeping in view the aforesaid, the present appeal being bereft of merit is dismissed.

14. The respondent-plaintiff is held entitled to withdraw the decretal amount deposited by the appellant-University.

MANMOHAN, J

MINI PUSHKARNA, J

SEPTEMBER 20, 2023
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