

CS 1731/16

KRISHNA DEVI AND ANR Vs. BIJENDER PAL

05.04.2024

Present:- Sh. J.K. Chawla, Ld. counsel for the plaintiff through VC with plaintiff in person.

Ms. Pooja Nagar, Ld. counsel for defendant with defendant in person.

An application under Section 119 of Indian Evidence Act for appointment of interpreter is pending for disposal.

Reply has been filed. Copy supplied.

Arguments heard.

It is stated in the application that during pendency of this case, applicant/defendant has suffered paralytic attack and has lost his power to speak. Disability certificate has also been attached with the application wherein it is mentioned that it is a case of locomotor disability, right sided hemiparesis and 54% permanent disability in relation to his right upper limb and lower limb.

I asked applicant/defendant two times after covering my face “Aage Ajao” and in response, he moved forward both the times. It is clear that applicant/defendant can hear my voice.

Ld. counsel for defendant also submits that applicant/defendant can hear but he is unable to speak. Ld. counsel requests that interpreter may be appointed. Brother of defendant who is present in the court is agreed to bear the cost of the interpreter and videographer.

In such circumstances, I found it appropriate to appoint an interpreter.

For appointment of interpreter, Hon'ble High Court of Delhi had issued a circular i.e. circular no. Endst.No.2349-82 Accessibility Committee/DHC dated 19.10.2023. From the said circular **Sh. Atul Kumar, Mobile No. 7037093131, Address: Shree Nagar, H. No.149, First Floor, Shakurpur Basti, Delhi-110034, Email Atulk3734@gmail.com** is appointed as interpreter.

Fee of Rs. 7500/- per day of interpreter shall be borne by the defendant and cost of videographer shall also be borne by the defendant.

Defendant is also directed to arrange videographer who shall file the videography in CD/Pandrive on the same date alongwith certificate under Section 65B of Indian Evidence Act with copy to other side.

Though the fee of the interpreter is to be borne by the defendant as discussed above, however, if on date fixed no effective hearing takes place due to absence of one party or adjournment is sought by one party, the fee of interpreter of that particular day shall be borne by the said party who has sought adjournment or who was absent or who is responsible for ineffective proceedings on that particular day.

It is further clarified that if any party wishes to seek adjournment on a particular date, he shall inform the appointed interpreter three clear days in advance regarding the same in writing through email and by way of telephonic message also. If three clear days advance notice is not given, the fee of the interpreter shall be treated as cost of adjournment for that day.

The examination of the witness will be conducted in the court on **22.07.2024.**

(Mohammad Ehtesham)
ADJ-03(Shahdara),
KKD Courts, Delhi
05.04.2024