

CNR NO. MHST05-000624-2017

ORDER BELOW EXH.15 IN Spl.C.S. No.80/2017

This application is filed by defendant No. 2 Sahakari Sakhar Karkhana seeking direction to plaintiff to provide translated copy of the plaint in Marathi.

2. The plaintiff has given say to this application and taken strong objection with prayer to reject it.

3. Heard atguements of both sides. According to defendant no. 2, the Board of Directors of Karkhana are mostly argiculturists. The present suit filed against them will have to be placed in meeting and decision decision will be taken by discussion on it. All the directors need to know deeply in respect of pleading made in the plaint. The suit is drafted in English. They have no knowledge in English. The language of the Court is in Marathi. Hence, it is prayed that the translated copy of plaint in Marathi be provided to them. According to plaintiff-bank the present application is in order to harass them and to prolong the suit. The defendant No. 2 is Sahakari Sanstha. They are acquainted with English language. The application is without affidavit on record. There is no provision mentioned in the application. Hence, the application be rejected.

4. Perused record. The present suit had been filed by plaintiff-bank against defendant No.1 agriculturist and defendant No. 2 Sahakari Sakhar Karkhana for recovery of outstanding loan amount. The defendant No. 1 has raised the loan amount while defendant No. 2 Sahakari Sakhar Karakhana

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is the guarantor. The Chairman and Managing Director of defendant No. 2 Sahakari Sakhar Karakhana are parties to the suit. The plaint is drafted in English and legal words are used in the plaint. The defendant No. 2 being Sahakari Sakhar Karakhana conduct the daily work and meetings in Marathi language. The correspondence made by plaintiff-bank to defendant No. 2 vide letter dated 06-05-2016, 02-05-2017 and by defendant No. 2 to Bank vide letter dt. 20-05-2017 annexed with the list of document Exh. 3 are in Marathi language. Thus, it reveals that both the parties to the suit are acquainted with Marathi language.

5. According to Maharashtra Official Language Act, 1964 and Notification published in Part-IV-A of the Maharashtra Government Gazette Extraordinary, dated 30 April, 1965 Marathi is to be the language of Civil Courts subordinate to High Court (other than Civil Court subordinate to the High Court in Greater Bombay) except for the purpose specified in Schedule-A hereto. Thus, there are certain exceptions carved out in schedule-A of the said notification. The pleading i.e. plaint and written statement are not included in Schedule-A. The pleading to the suit can be in Marathi language also. It does not curtail the right of party to the suit to seek pleading in Marathi as and when required. On the other hand, Section 137 (3) of Code of Civil Procedure, 1908 states that where this Code requires or allows anything other than the recording of evidence to be done in writing any such Court, such writing may be English; but if any party or his

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pleader is unacquainted with English, a translation into the language of the Court shall, at his request, be supplied to him; and the Court shall make such order as it thinks fit in respect of the payment of the costs of such translation. The defendant No. 2 Sahakari Sakhar Karkhana conduct their business in Marathi language. They are unacquainted with legal words used in plaint in English language. Every party to the suit must know the pleading in his own language. Thus, In view of aforesaid legal provision, in the instant case defendant No. 2 has right to know the pleading in the plaint in Marathi language.

6. It was argued on behalf of the plaintiff that the advocate for defendant no. 2 is acquainted with English language, hence, it is not necessary that the pleadings should be in Marathi language. In support of this submissions, he relied on the decision in **Mrs. Neelam Abjijeet Kadam and another Vs. The State of Maharashtra and others in Writ Petition No. 4102 of 2017**, wherein it was postulated that “English is also language of the Court. All the pleading which are in English language are to be accepted. However, pleadings in Marathi language be also accepted with undertaking to furnish English translation of the same if required”. In the case in hand, undoubtedly the advocate for the defendant no. 2 is acquainted with English language, but it is the right of every party to the suit to know the pleading in plaint. So also, Section 137(3) of Code of Civil Procedure, 1908, states if any party is unacquainted with English, a translation into the language of the Court shall, at his request, be supplied to him on payment

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of the costs of such translation. Defendant no. 2 Sahakari Sakhar Karkhana is conducting business in Marathi. For understanding the pleading it would be proper to provide translated copy of plaint in Marathi to defendant no. 2 Sahakari Sakhar Karkhana at the costs of defendant no.2. In the result, I pass following order :-

ORDER

1. The plaintiff do provide copy of the plaint in Marathi translation to defendant no.2 Sahakari Sakhar Karkhana.
2. Defendant No.2 shall bear costs of the translation.
3. Cost of translation shall be deposited within 15 days from this order.

Date :- 13.09.2019.

(P. A. Savadikar)
Jt. Civil Judge S.D., Karad.