

In the Court of the Principal District Judge,
Principal District Court, Kancheepuram.

PRESENT: Thiru. T.Chandrasekaran, M.L.,
Principal District Judge,
Principal District Court ,
Kancheepuram.

Monday the 27th day of January 2025

IA.No.2/2023 in O.S. No.187/2021

Lt. Col. Ramunni Nair
S/o. Ramakrishna Nair
Flat No.3002, Bayview,
Hiranandani Upscale,
5/63, OMR,
Thalambur PO-600130

...Petitioner/Plaintiff.

//vs//

1. Renault Nissan Automotive India (P) Ltd,
Rep. by its Managing Director,
Plot No.1, Sipcot Industrial Park,
Oragadam, Mattur Post,
Sriperumbudur,
Kancheepuram District-602105

2. Renault India (P) Ltd,
Rep. by its CEO
9th Floor, Willow Square, Plot 8,9 &10,
1st Street, Thiru Vi Ka Nagar
Industrial Estate, Guindy Chennai-600032

3. Nisan Motor India (P) Ltd.,
Rep. by its President
3rd Floor, Tower 1, World Mark, Unit 301,
Maidawas Road, Sector 65,
Gurgaon, Haryana State.

4. Nissan Renault Financial Services India Pvt Ltd.,
Rep. by its MD

5th Floor, VBC Solitaire,
47 & 49, Bazullah Road,
T.Nagar, Chennai 600017

5. Renault Nissan Technolofy & Business Centre India Pvt.Ltd
Rep by its MD

Ascendas IT Park, Mahindra World city,
No TP 2/1,
Natham Sub Post office, Kancheepuram District
Tamil Nadu 603002

6. Jayakumar David
Alliance HR Director
Renault Nissan Technology &
Business Centre India Pvt Ltd.,
Ascendas IT Park, Mahindra World City,
No TP 2/1,
Natham Sub post Office, Kancheepuram District
Tamilnadu 603002

.. Respondents/ Defendants.

This petition is coming on 20.12.2024 for final hearing before me in the presence of M/s. V.M.G. Ramakkannan, G. Subramani, Counsels appearing for the petitioner/Plaintiff and M/s. Sairaaj Associates and R. Karthik, Counsels appearing for 1st respondent and M/s. Srinath Sridevan, T.K. Bhaskar, K. Harishankar and Surya Teja Nalla, Counsels appearing for 2 to 5 Respondents and Thiru.Jayaprakash, Counsel appearing for 6th Respondent, upon perusing the records, upon hearing arguments on both sides and having stood over the matter for consideration till this day, this court delivered the following

ORDER

This petition is filed by the petitioner to pass an order to direct the Deputy Director, Forensic Sciences, Kamaraj Salai, Chennai-600004 to

compare the signature of the Managing Director as found in the Original order of his appointment dated 15th June, 2009 with the signature of the Managing Director as found in the disputed Office copy of the Original order of his appointment dated 15th June, 2009 and send a report in respect thereof to this court.

2) The averments set out in the affidavit of the petitioner/plaintiff in brief read as follows:

The petitioner is the plaintiff in the above suit.

The petitioner has filed the above suit against the respondents/defendants claiming damages for a sum of Rs.5 Crores towards compensation for the illegal termination of his service made by them resulting in loss of pay for the next two years of service left before his due retirement, loss of his good image and reputation and sudden financial crisis and causing grave mental agony, physical and mental hardship.

The suit was originally instituted on the file of the Hon'ble High Court of Madras Seeking the above relief as against the above Respondents/ Defendants and an application in A.No.9392 of 2019 was filed seeking leave to sue some of the above respondents/defendants who are functioning outside the jurisdiction of the Hon'ble High Court Vide C.S.D.SR.No.135938 of 2019. However the above LTS Application was rejected for want of jurisdiction by the Learned Single Judge and in the appeal filed in O.S.A.No.141 of 2020, the

Division Bench of the Hon'ble High Court directed the petitioner to present the plaint before the appropriate Forum having Jurisdiction. Hence this suit has been filed before this court. The suit summons were received by all the respondents/defendants herein and all the respondents/defendants have filed the written statement. The 1st Respondent/defendant has filed the written statement along with the Xerox copies of some documents including his appointment order dated 15.06.2009.

After having gone through the written statement filed by the 1st respondent/defendant and perused the xerox copies of the documents annexed thereto and found the contents therein, more particularly in the document pertaining to his appointment order dated 15th June, 2009 with regard to the period of Notice for termination being mentioned as one month contrary to the period of three months notice for termination as mentioned in the original appointment order dated 15th June 2009 issued to him at the time of his appointment on 15.06.2009, he filed a petition in I.A.No.1 of 2023 seeking direction to the 1st respondent to produce the office copy of the original order of his appointment dated 15th June, 2009 to proceed further in the above suit proceedings before the settlement of issues to be framed by this court. This court was pleased to order notice to the 1st respondent in the above petition and the 1st respondent has produced in this court the office copy of the original order of his appointment dated 15th June, 2009 on 07.07.2023 with a copy of

the same served on him.

The petitioner has scrutinized the office copy of the original order of his appointment dated 15th June, 2009 filed by the 1st respondent in this court and he was shocked to find that it was a fabricated one with the signatures of petitioner and the MD, the signatory of the appointment order forged and noted lots of changes and discrepancies from the contents of the original order of his appointment dated 15th June 2009. The discrepancies are as follows:

1. The letter head of RNAIPL is not present in the original appointment letter but is present in the forged counter copy.

2. Appointment letter to Mr Ramunni Nair is in the original appointment letter and in the forged counter copy the name of the plaintiff is Ramunni (three n's are present in the name)

3. In the original appointment letter the address of the plaintiff is: 3B, century Haven, 23 Orur Olcott Kuppam Road, Colony, Besant Nagar, Chennai, 600090

In the forged counter copy the address of the plaintiff is : 3B, Century Haven, 23, Orur Olcott Kuppam Road 5th Avenue, Besant Nagar, Chennai- 600090

Points of difference here are:

- 'Haven' is with a capital H in the original appointment letter but with a small h in the counter copy.

- 'Olcott' is with a capital O in the original appointment letter but with a small o in the forged counter copy.

The word 'Colony' which is there in the original appointment letter is missing in the forged counter copy.

- There is no 5th Avenue in the original appointment letter, but it is there in the forged counter copy.

- The address in the original appointment letter is 3 lines long, but in the forged counter copy it is 4 lines long.

In the original appointment letter the plaintiff is addressed as 'Dear Mr. Ramunni Nair' but in the forged counter copy the plaintiff is addressed as 'Dear Ramunni Nair'.

The original appointment letter has 'Date: June 15th, 2009' but in the forged counter copy it's written as '15 June 09'.

In the first line of the original appointment letter it is stated that 'We have pleasure in appointing you in our company as Head of HR Department' but in the forged counter copy the same line is written as 'We have pleasure in appointing you in our company as Head in Human Resources Departement'

In the original appointment letter para 7. b. reads '3 months written notice' or '3 months salary including allowances in lieu of such notice'. Whereas in the forged counter copy para 7.b reads '1 month written notice' or '1 month salary in lieu of such notice'

In the original appointment letter para 7.b has 5 lines, but in the forged counter copy para 7.b has 4 lines

On page 3 of the original appointment letter, the Managing Director and CEO: Akira Sakurai has used a black coloured ink pen for his signature, but in the forged counter copy the signature of Akira Sakurai is forged using a blue coloured ink pen.

On page 3 of the original appointment letter, the designation of Akira Sakurai is ' Managing Director and CEO' but in the forged counter copy the designation of Akira Sakurai is 'Managing Director'

The above acts of the 1st respondent would not only amount to committing of an offense of forgery and fabrication of fake document but also fraud purported to have been made to defeat his suit claim. Therefore in order to sustain and substantiate his above charges as against the disputed office copy of the original order of his appointment dated 15th June, 2009 filed by the 1st respondent in this court, he is filing herewith the original order of his appointment dated 15th June, 2009 issued by the 1st respondent as described in the schedule given hereunder. It has therefore become very much essential and most expedient that the disputed office copy of the original order of his appointment dated 15th June, 2009 filed by the 1st respondent in this court and the admitted original order of his appointment dated 15th June, 2009 issued by the 1st respondent are to be referred to Forensic Experts to compare the

signatures of the petitioner and the MD, the signatory of the appointment order made therein and send report thereof to this court. Hence the petition may be allowed.

3. The averments set out in the counter affidavit of the 1st Respondent/Defendant adopted by 6th Respondent in brief read as follows:

In the first place, the present application filed by the plaintiff is without any substance and is liable to be dismissed in limini.

The appointment order dated 15.06.2019 that is sought to be produced by the plaintiff does not appear to be written on the letter head of the 1st respondent. If at all the plaintiff produced the original order of the appointment, obviously the plaintiff would have the original printed in the Letter Head of the company and not a blank paper. Whether at all such an appointment order, more particularly page 3 of the order of appointment order which contains the signature of the Managing Director is relatable to the plaintiff or otherwise, is doubtful, more particularly in the light of the fact that such signature of the Managing Director is found only in the third page of the order of appointment so produced by the plaintiff. Even otherwise, admittedly the plaintiff had held a very senior position as overall in charge of Human Resources and Administration in the 1st respondent company and had access and control to all HR and Admin related documents including order of appointments issued to various persons and as such, it is well possible that the plaintiff,

utilizing his position, may have interpolated the pages relating to the appointment order of others with that of himself and in that process, misused the same.

Even according to the office copy of the original order of appointment produced by the 1st respondent, it clearly reveals that the signature of the Managing Director has not been affixed but on the contrary, the signature has been affixed as “for” Managing Director. The question of comparing a signature, which in the first place did not belong to the Managing Director or for that matter, was not signed by the Managing Director is wholly unnecessary and uncalled for.

At the instance of the plaintiff and pursuant to the petitioner filing an application in I.A.No. 1/2023 requiring the 1st respondent to produce the office copy of the order of appointment dated 15.06.2009 issued to the plaintiff, the 1st respondent had produced the office copy of appointment order in original which contains the signature of the plaintiff. While the plaintiff in the present application claims that both his signature and that of the MD are forged, it is rather strange that the plaintiff would take out the present application only to compare the signature of the Managing Director and not that of his signature. Mere fact that the plaintiff would selectively choose to require the signature of the Managing Director alone to be compared clearly demonstrates that the present application lacks bonafides.

A reading of both the order of appointments viz., the one produced by the plaintiff and the copy of the original so produced by the 1st respondent reveals that the only difference in both these terms while clause 7(b) of the order of appointment as produced by the plaintiff states thus:-

“ The company will be entitled to terminate your services by giving three months written notice or three month’s salary including allowances in lieu of notice. In the event of your resignation from the services of the company, you will be required to give the Company, 3 months written notice or forfeit, in lieu thereof, your salary, including allowances, for 3 months or pro-rated for the period by which your notice falls short of 3 months.”

However, the office copy of the order of appointment dated 15.06.2009 so produced by the 1st respondent reads thus:-

“ The company will be entitled to terminate your services by giving one month written notice or one month salary in lieu of notice. In the event of your resignation from the services of the company, you will be required to give the Company, 1 month written notice or in lieu thereof, your 1 month salary, or pro-rated for the period by which your notice falls short of 1 month.”

A comparison of both these terms reveals that while the terms of appointment as produced by the plaintiff contemplates three months’ notice or pay in lieu thereof, the office copy of the order as produced by the 1st

Respondent contemplates one month's notice or pay in lieu thereof.

Be as it may, it has been the consistent stand of the 1st Respondent herein including the reply notice dated 06.08.2019 sent by the 1st respondent, that the plaintiff, even according to the terms of appointment order dated 15.06.2009 was entitled to only one-month salary in lieu of the notice, however, the 1st respondent as a gesture of goodwill had indeed paid to the plaintiff a sum representing three months salary by way of electronic bank transfer which was also received by the plaintiff.

Even assuming without admitting that the copy of appointment order as produced by the plaintiff were to be taken as true, evidently, the 1st respondent, by making payment of three months pay at the time of termination of services had indeed acted in terms of the order of appointment dated 15.06.2009 as is produced by the plaintiff.

The present application seeking to compare the signature of the Managing Director as found in the appointment order produced by the plaintiff with that of the office copy of the appointment order produced by the 1st respondent is only academic and in any event, does not in any manner further the case of the plaintiff. Hence, the petition may be dismissed.

4. On perusal of affidavit, petition and the counter, the point for determination that arose for consideration is whether the appointment order should be subjected to comparison by Forensic Expert?

5. Point: -

Considering the contentions raised on both sides, the conflicts/confrontations in between the original and office copy of the appointment orders by way of discrepancies have been well narrated/urged in the affidavit filed by the petitioner herein. Notwithstanding the fact that in the original appointment order, the signature of Managing Director is finding a place and on the contrary in the office copy of appointment order it is “for” Managing Director, the alleged signature of the petitioner/plaintiff as employee attains much importance and the office copy having been assailed as purportedly fabricated and forged document contemplating one month written notice instead of 3 months written notice, it is incumbent upon this court to necessarily send both the appointment orders for comparison of signatures of both the executants of both documents. The manipulation if any in the appointment orders is a matter for great concern and the party who has come before the court with unclean hands will suffer in the suit. One thing is quiet clear that the period of written notice for termination under the orders of appointment are absolutely different from one another even in case of the petitioner was paid with 3 months salary at the time of termination. There is no impediment for this court to send the appointment orders for comparison by an expert from Forensic Department and there are hopes that the report may show some more light upon the veracity of conflicts prevailing in the appointment

orders. As highlighted in the counter, the comparison of signatures of petitioner as employee are so vital and paramount which will expose the truth of the original and office copy of appointment order. As such the balance of convenience lies with the petitioner only.

6. In the result, the petition is allowed. The signature of the petitioner and the Managing Director as found in the petitioner's original appointment order dated 15.06.2009 with the signature of the petitioner and the Managing Director as found in the disputed Office copy of the Original appointment order of the petitioner dt. 15.06.2009 to be sent to the Deputy Director, Forensic Sciences, Kamaraj Salai, Chennai – 600 004 for comparison and file a report to that effect. Thiru. V. Praveen, Advocate is appointed as Advocate commissioner to facilitate the same. The Advocate commissioner fee is fixed at Rs.10,000/- to be payable directly to him by the petitioner herein. It is only the petitioner has to bear the expenses to be levied by the Forensic Department. Report by 21.03.2025.

//Directly dictated by me to the Stenographer, typed by her in the computer, corrected and pronounced by me in the open Court on this the Monday the 27th day of January 2025//

Sd./-T. Chandrasekaran
Principal District Judge,
Kancheepuram.

Exhibits and Witnesses on both side: NIL.

Sd./-T. Chandrasekaran
Principal District Judge,
Kancheepuram.

Draft/Fair Order
I.A.No.2/2023 in
O.S.No. 187/2021
D.D. 27.01.2025
Principal District Court ,
Kancheepuram.

