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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 566/2019**

ANURAG ENTERPRISES

.....Plaintiff

Through: Ms. Rashmi Kumari, Mr. Praveen
Kumar Jain, Mr. Mukesh Kumar
Gupta & Mr. Jagdish Sagar, Adv.
(Mobile No. 9559999085) (through
VC).

versus

NBCC (INDIA) LIMITED

.....Defendant

Through: Mr. Upender Thakur, Adv. (through
VC).

CORAM:
JOINT REGISTRAR (JUDICIAL) SH. DEVENDER
KUMAR GARG (DHJS)

ORDER

24.09.2024

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Proceedings are being conducted through hybrid mode.

Case file has been received from the court of Ms. Shuchi
Laler, Ld. Joint Registrar (Judicial) by way of transfer in
terms of office order dated 28.06.2024.

**I.A. No. 16251/2022 (by plaintiff u/O XI Rule 5 of the
Commercial Court Act)**

1. Arguments on the captioned IA have been heard.
2. The captioned IA has been moved on behalf of the
plaintiff seeking directions to defendant to produce some
documents.
3. Ld. Counsel for plaintiff has submitted that documents as
referred in the captioned IA, are necessary as they relate



to the present suit and are in the power & possession of the defendant. She has further submitted that same is also necessary for proving the case of the plaintiff. She has referred one document dated 01.09.2016 submitting that the plea has been taken on behalf of the defendant that fund has not been received yet from his client (IB) corresponding to the bills as referred in above said letter dated 01.09.2016.

4. On the other hand, Ld. Counsel for defendant has submitted that plaintiff has sought to produce documents with respect to the third party i.e. Intelligence Bureau and has further submitted that Intelligence Bureau was not a privy to the contract which was executed between the plaintiff and defendant. He has further submitted that main contract was between the plaintiff and defendant and Intelligence Bureau is not a privy to the contract. He has further submitted that the plaintiff itself has not made Intelligence Bureau as a party in the suit and they cannot seek documents of third party from the defendant. He has further submitted that documents sought to be produced do not relate to the subject matter of the present suit. He has further submitted that the plaintiff is seeking a fishing & roving enquiry which is not permissible by way of this IA u/O XI Rule 12 & 14 CPC. He has further submitted that the application is liable to be dismissed.
5. I have perused the application, reply and the material available on record carefully and have also heard Ld. Counsels for both the parties.
6. Perusal of the application would show that the plaintiff has sought production of following documents:-



- (i) Contract/Agreement executed by and between Defendant no.1 and its client, Intelligence Bureau (IB) at Jodhpur for construction of the buildings as stated in the suit.
- (ii) All the minutes of Board Meetings which took place in the offices of the Defendant and its client, IB Jodhpur relating to the agreement executed by & between them and relating to the execution of work involved in the present case.
- (iii) Statement of Accounts, receipt of payments, Journals Ledgers, Profit & Loss Accounts, Balance Sheets and any other documents & accounts maintained by the defendant for the transactions which took place between defendant & its client, IB Jodhpur (Rajasthan) pertaining to the aforesaid suit from the financial year of 2011-2012 till the financial year of 2021-2022.
- (iv) All & complete correspondences including letter of Assistant Director, IB Jodhpur to CGM, NBCC regarding the Extension of Time and also the Reply dated 07.04.2015 to this letter given by CGM, NBCC to Asst. Director of IB, Jodhpur along with other letters, emails, fax, etc. between Defendant and its Client – Director IB Jodhpur relating to agreement between the defendant and its Client – IB Jodhpur of the present suit.
- (v) All the Office Notings made by the officers of the defendant in its offices pertaining to the agreement between the defendant and its Client of the present suit.

7. Perusal of the file would show that the plaintiff has filed the present suit seeking following reliefs: -

- (a) Pass a decree in favour of the plaintiff and against the defendant thereby directing the defendant to pay an amount of



Rs.2,92,52,509 (Rupees Two Crores Ninety Two Lacs Fifty Two Thousand Five Hundred Nine Only) along with pendent lite and future interest at the rate of 12.75% per annum from the date of institution of the suit till actual payment of the decreed amount; and

- (b) Award the cost of the suit including legal expense and counsel's fee in favour of the plaintiff and against the defendant; and/ or
- (c) Pass any other or further order/ relief as this Hon'ble Court deem fit and proper in the fact and circumstances of the case.

8. Perusal of the documents sought to be produced by the plaintiff would show that plaintiff is seeking information with respect to contract/agreement between the defendant and the Intelligence Bureau, all the minutes of Board Meetings which took place in the offices of defendant and its client IB, Jodhpur, statements of accounts, receipt of payments, Journals, Lodgers etc. maintained by the defendant in transactions which took place between the defendant and its client IB Jodhpur (Rajasthan) and all & complete correspondences including letter of Assistant Director IB Jodhpur to CGM, NBCC regarding extension of time and reply dated 07.04.2015 to the said letter given by CGM, NBCC to Assistant Director of IB Jodhpur and all the Office Notings made by the officers of the defendant in its offices pertaining to the agreement between the defendant and its client (IB) of the present suit.

9. Perusal of the above referred documents sought to be produced by the defendant would show that the plaintiff is seeking information which is very wide and general in



nature. It is matter of record that IB (Intelligence Bureau, Jodhpur, Rajasthan) is not a party to the present suit and it is also not disputed that no tripartite agreement including Intelligence Bureau had been executed between the parties. It is also not disputed that the main agreement and some other agreements have been executed bipartite by the plaintiff and the defendant. Thus, Intelligence Bureau is not a privy to the contract executed between the plaintiff and the defendant and is neither a party in the present suit. The information or production of documents as sought by the plaintiff in captioned IA, is extremely wide and general in nature and same cannot be stated to be necessary for disposal of the present suit, at this stage, keeping in view the nature of the present suit.

10. Keeping in view the above said facts & circumstances, the present application is without merit and same stands dismissed accordingly.

11. The captioned IA stands disposed off accordingly.

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12. The present matter is at the stage of PE in terms of order dated 05.01.2024 passed by the Hon'ble Court.

13. List of witnesses was already filed on behalf of the plaintiff.

14. No evidence affidavit has been filed on behalf of the plaintiff. Let evidence affidavit including hard copy of the same be filed by the plaintiff at least two weeks before the next date of hearing.

15. No list of witnesses has been filed on behalf of the defendant. Let the same be filed within four weeks.



16.Re-notify the present matter for PE on **20th January, 2025.**

DEVENDER KUMAR GARG (DHJS)
JOINT REGISTRAR (JUDICIAL)
SEPTEMBER 24, 2024/v
[Click here to check corrigendum, if any](#)