

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

COMMERCIAL SUMMARY SUIT NO.6 OF 2002

Prasar Bharati (Broadcasting Corporation
of India) ... Plaintiff

Vs.

Western Co-operative Bank Limited,
Through its Liquidator,
The District Deputy Registrar Co-operative
Societies (3). ... Defendant

Ms. Roshni R. Naik with Mr. Anil T. Agarwal, Advocates for the Plaintiff.
Mr. Rajesh Dalvi, Representative of the Plaintiff present.
Mr. Himanshu B. Takke, AGP for the State of Maharashtra (District Deputy
Registrar)-Custodian for Defendant.

CORAM : ABHAY AHUJA, J.
DATE : 11 JANUARY, 2024.

PC. :

1. Today the matter has been listed for marking of Plaintiff's documents which have been denied by the Defendant. These documents are at Serial No.1 to 16 of the compilation of documents dated 7th December, 2016.

2. PW 1-Mr. Rajesh Dalvi is present in Court and is administered oath by the learned Associate.

3. The document at Serial No. 1 is a letter dated 25th November, 1999 addressed by the Plaintiff to M/s Shree Madhav Poly Products & Trading Pvt. Limited. Ms. Roshni R. Naik, learned counsel for the Plaintiff draws the attention of this Court to paragraph No. 3 of the affidavit of Mr. Rajesh Dalvi, the Plaintiff's witness, which refers to this letter where it is stated that the letter agreed in principle to the offer made by the company on certain conditions. Mr. Takke, learned counsel for the Official Liquidator /Custodian for the Defendant denies the document submitting that it is a photo-copy and also that the Defendant is not party to the said communication. The learned Advocate for the Plaintiff points out that the said letter is referred to in the communication dated 1st June, 2000 at page 96 of the compilation of documents which is the communication from the Defendant-Bank (which is in liquidation) and could not have been denied by the Official Liquidator/Custodian. The learned Advocate for the Plaintiff has a point. Accordingly, the said document at Serial No.1 is marked as Exhibit P-6 subject to the proof of existence of the document as well as proof of truth of its contents. Moreover, Official Liquidator/Custodian will get an opportunity to cross-examine the witness of the Plaintiff on this document.

4. Document at Serial No. 2 is copy of the Accreditation Agreement dated 18th January, 2000 entered into between the Plaintiff and Shree Madhav Poly Products & Trading Pvt. Limited. Mr. Takke, learned counsel for the Official Liquidator/ Custodian for the Defendant has denied the said documents submitting that the same is a photocopy and also that the Defendant is not a party to the said document. Learned counsel for the Plaintiff refers to paragraph No. 4 of the affidavit of evidence of the witness and submits that this is an agreement whereby the company would be entitled to make the payments after availing of the credit period mentioned therein and has been duly signed by the Assistant Controller of Sales of the Plaintiff and Mr.Nilesh Dalal the Director of the Company who were working with the Plaintiff at that time. It is submitted on behalf of the learned counsel for the Plaintiff that it is pursuant to the Accreditation Agreement that the 43 bank guarantees have been issued by the Defendant – Bank and the same be marked as an Exhibit.

5. Let the said document at Serial No. 2 be marked as Exhibit P-7 subject to the proof of existence of the document as well as proof of truth of its contents. Moreover, the Official Liquidator/Custodian will get an opportunity to cross-examine the witness of the Plaintiff.

6. List this matter for further marking of Plaintiff's documents on 18th January, 2024 at 4.00 p.m.

(ABHAY AHUJA, J.)