IN THE HIGH COURT OF DELHI AT NEW DELHI

% Judgment delivered on: 18.04.2022

\+ **O.M.P. (COMM) 68/2021**

AMRISH GUPTA ..... Petitioner

versus

GURCHAIT SINGH CHIMA (DECEASED) THROUGH HIS LR AND WIDOW MRS. DALJEET KAUR CHIMA ..... Respondent

Advocates who appeared in this case:

For the Petitioner : Mr Samrat Nigam, Advocate with Mr Ashutosh Gupta, Mr Gaurav Rana, Mr Harshit Garg, Mr Saurabh Arora, Ms Lubhanshi Rai, Advocates.

For the Respondent : Mr Kanhaiya Singhal, Advocate and Mr Prasanna, Advocate.

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HON'BLE MR JUSTICE VIBHU BAKHRU

JUDGMENT

VIBHU BAKHRU, J

1. The petitioner has filed the present petition under Section 34 of the Arbitration and Conciliation Act, 1996 (hereafter the **'A&C Act'**) impugning an arbitral award dated 17.12.2020 (hereafter the **'impugned award'**) delivered by an Arbitral Tribunal constituted by Justice (Retired) Manmohan Sarin, former Chief Justice of Jammu and

Kashmir High Court as the Sole Arbitrator (hereafter the **'Arbitral Tribunal'**).

2. The impugned award was rendered in the context of disputes that have arisen between the parties in relation to an alleged Agreement to Sell dated 07.08.2014 (hereafter the **'Agreement to Sell**') executed in respect of a property bearing number B-II/6, Mohan Co-operative Industrial Estate, New Delhi (hereafter the **'property'**) for a consideration of ₹11 crores.

3. The petitioner denies the execution of the Agreement to Sell and states that the said document is a forged document as it does not bear his signatures. This is the principal dispute between the parties. The petitioner contends that the impugned award is liable to be set aside as the Arbitral Tribunal had jurisdiction to adjudicate this dispute.

Factual Context

4. It is stated that the respondent was willing to invest in a plot of land in India and the petitioner had offered to sell the property to the respondent. In the month of May 2014, several discussions took place between the petitioner, respondent (Late Mr Gurchait Singh Chima) and one Mr Surinder Wadhwa (representative of the respondent) for sale of the property.

5. The respondent states that it was agreed between the parties that the property would be sold to the respondent for a total amount of ₹ 11

crores. Accordingly, on 07.08.2014, the petitioner executed the Agreement to Sell in the presence of Mr Surinder Wadhwa, who is the representative of the respondent. The respondent was not present in India at the time of execution of the Agreement to Sell, however, he claimed that he had witnessed the same through an online video call (that is, through FaceTime).

6. The respondent further contended that on the same date, that is 07.08.2014, the respondent paid an amount of ₹3 crores by a cheque bearing no. 016010 drawn on ICICI Bank and agreed to pay the balance amount of ₹8 crores, once the petitioner furnished a Conveyance Deed in his favour after conversion to 'freehold'.

7. The respondent further stated that an amount of ₹1.5 crores and ₹5 crores was also transferred to the petitioner in furtherance of the Agreement to Sell; and, on receipt of the original title deeds from the petitioner, the respondent, through his representative (Mr Surinder Wadhwa), transferred the balance amount to the petitioner by the month of August, 2016.

8. Mr Surinder Wadhwa (representative of the respondent), by a letter dated 24.01.2017, called upon the petitioner to execute a Conveyance Deed in respect of the property, in favour of the respondent. However, the petitioner, by a letter dated 07.02.2017, denied that he had sold the property in question, to the respondent.

9. The respondent was aggrieved by the conduct of the petitioner as full consideration for the property was paid in terms of the

Agreement to Sell, however, the petitioner had failed to execute a Conveyance Deed in his favour.

10. Thereafter, several communications were exchanged between Mr Surinder Wadhwa (on behalf of the respondent) and the petitioner from the months of February, 2017 to April, 2017. However, the petitioner continued to deny the existence of the Agreement to Sell. On 10.04.2017, the petitioner filed a complaint before the Joint Commissioner of Police (South), Delhi accusing the respondent and Mr Surinder Wadha of forging and fabricating documents.

11. On 14.03.2017, the respondent issued a notice under Section 21 of the A&C Act and invoked the Arbitration Clause as set out in the Agreement to Sell. The petitioner responded by an email dated 20.03.2017. He demanded the relevant documents and further stated that if the arbitration was to proceed, it should be before a former judge of a High Court.

12. The respondent filed a petition before this Court under Section 11 of the A&C Act [being Arb. P 325/2017] for appointment of an arbitrator. The respondent also filed a petition under Section 9 of the A&C Act [being OMP (I) (COMM) 9/2017], praying that the petitioner be retrained from selling, alienating, transferring or creating any third-party rights in respect of the property.

13. By an order dated 23.05.2017 [in OMP(I)(COMM) 9/2017], this Court restrained the petitioner from selling, alienating or transferring the property to any third party. On 12.10.2017, this Court passed an

order in Arb. P 325/2017, appointing the learned Arbitrator to adjudicate the disputes between the parties, including the plea of the petitioner that the Agreement to Sell is a forged document.

14. Before the Arbitral Tribunal, the respondent raised the following claims:

Claim No. 1	A decree of Specific Performance of Agreement to Sell dated 07.08.2014 against the respondent for execution of sale deed of property in question in favour of Claimant
Claim No. 2	A Decree of perpetual injunction in any manner asserting any right or acting contrary to the terms and conditions of Agreement to Sell dated 07.08.2014
Claim No. 3	Interest on the Advance Payment of ₹11,00,00,000/-
Claim No. 4	Claim of litigation including the Cost of Arbitration
Alternative Claim	In the alternative to the relief of Specific Performance of agreement for sale dated 07.08.2014, in case if this Arbitral Tribunal, for any reason, is not inclined to grant the relief of Specific Performance, then in that event and not otherwise, in addition to Claim 3&4, order of refund of consideration of ₹11,00,00,000/- (Eleven Crore) with an amount equal to the sale consideration amount for the loss and damages.

15. It is material to note that while the arbitral proceedings were pending, on 06.01.2018, the respondent expired and his legal heirs were brought on record, as his legal representatives.

16. As is apparent from the above, the dispute between the parties centers around the existence of the Agreement to Sell, by which the petitioner had agreed to sell the property (property bearing No.B-11/46, Mohan Cooperative Industrial Estate, New Delhi being a plot of land measuring 2390 sq. yds. and buildings constructed thereon) for a total sale consideration of ₹11 crores. Whilst the petitioner claims that his signatures on the Agreement to Sell are forged and the document is fabricated, the respondent claimed to the contrary.

17. The Arbitral Tribunal had evaluated the evidence and material on record and found in favour of the respondent. The Arbitral Tribunal allowed the respondent's claim for specific performance of the Agreement to Sell and directed the petitioner to execute the Sale Deed after obtaining the requisite statutory approvals including getting the property converted into freehold and / or any other permission required for transfer of the property, in favour of the respondent. In addition, the Arbitral Tribunal extended the interim order dated 12.10.2017, issued by this Court in OMP(I)(COMM.) No.9/2017 and restrained the petitioner from selling, alienating or transferring the property in question to any third-party pending registration of the Sale Deed. The Arbitral Tribunal also awarded costs of the arbitral proceedings including counsel fee quantified at ₹42,50,000/-

(₹37,50,000/- plus ₹5,00,000/-) and further, directed that the stamp duty on the award would be recovered from the petitioner.

18. The receipt of a sum of ₹11 crores was admitted by the petitioner. He, however, claims that the said amount was not received as a consideration for the property in terms of the Agreement to Sell, but by way of a loan. The petitioner also claims that a part of the funds received had been utilized to extend a loan to the family and affiliates of the Power of Attorney holder (Mr. Surinder Kumar Wadhwa) of the respondent. The petitioner claims that the loan availed by him carried rate of interest at the rate of 6% per annum. However, the petitioner could not establish that he had paid any interest whatsoever to the respondent on the amount of ₹11 crores admittedly received by him. The petitioner's claim that the amount of ₹11 crores was a loan with interest at the rate of 6% per annum was in variance with his assertion in another forum that the loan was on interest at the rate of 9% per annum. When confronted with the same, the petitioner had sought to explain the variance by stating that initially the loan availed by him was on interest at the rate of 9% per annum, which was later reduced to 6% per annum. Concededly, the petitioner could not produce any written loan agreement, in support of his assertion.

19. The petitioner claims that his signatures on the Agreement to Sell are forged and this was one of the principal disputes addressed by the Arbitral Tribunal. Both the parties have led extensive evidence in support of their respective claims. The respondent examined four

witnesses viz. (i) Power of Attorney holder of the respondent (Surinder Kumar Wadhwa) as CW-1; Mr. H.S. Negi & Mr. Ran Vijay Singh (who had appended their signatures as witnesses to the Agreement to Sell) as CW-2 and CW-3; and, handwriting expert as CW-4. The petitioner had examined himself as RW-1. He had also examined a handwriting expert as RW-2.

20. It is relevant to note that it was contended on behalf of the respondent that the petitioner was using more than one signature and during cross-examination of the petitioner (RW-1), he was shown copies of various documents obtained from the National Company Law Tribunal (NCLT) in respect of another unrelated matter instituted by the petitioner (captioned ***Amrish Gupta & Anr. v. R.N. Techno Build Pvt. Ltd. & Ors***.). Some of the documents filed by the petitioner contained signatures, which were similar to the one as affixed on the Agreement to Sell. The Arbitral Tribunal had appreciated and evaluated the material placed on record and found in favour of the respondent.

21. Mr Nigam, learned counsel for the petitioner, has assailed the impugned award, essentially, on three grounds. First, he submitted that the Arbitral Tribunal had no jurisdiction to adjudicate the disputes since it involved a serious question of fraud and forgery. He submitted that the petitioner had filed FIRs, alleging that the signatures on the Agreement to Sell were forged and a chargesheet in this regard had been filed. He contended that the dispute whether the Agreement to Sell was fraudulent and fabricated involves issues of

serious fraud, which the Arbitral Tribunal was not competent to adjudicate. He relies on the decisions of the Supreme Court in ***A. Ayyasamy v. A. Paramasivam & Ors.: (2016) 10 SCC 386*; *Rashid Raza v. Sadaf Akhtar: (2019) 8 SCC 710*; *Deccan Paper Mills Co. Ltd. v. Regency Mahavir Properties & Ors.: (2021) 4 SCC 786***; and, ***Vidya Drolia & Ors. v. Durga Trading Corporation: (2021) 2 SCC 1***, in support of his contention that the disputes were non-arbitrable.

22. Second, Mr. Nigam submitted that there was clear evidence that the Agreement to Sell was antedated. He submitted that in the complaint filed by the respondent before the Economic Offences Wing (EOW) and in the legal notice dated 14.03.2017, issued by the respondent, there was no observation that the respondent had witnessed the execution of the Agreement to Sell on a teleconference (that is, through FaceTime) and subsequently, signed the Agreement to Sell when the document was brought to London. No such averment was also made before this Court in the petition filed under Section 11 of the A&C Act (being ARB.P. No.325/2017) or in the petition filed under Section 9 of the A&C Act (being OMP(I) No.9/2017). However, before the Arbitral Tribunal, the respondent had taken a stand that he had witnessed the execution of the Agreement to Sell through 'FaceTime' on 07.08.2014 and subsequently, signed the same when the document was brought by his Power of Attorney holder to London. He contended that the Arbitral Tribunal had thus, grossly erred in accepting the respondent's claim that the Agreement to Sell was binding and further, directing specific performance of the said

Agreement. He submitted that the Agreement to Sell could not be specifically enforced as concededly, some of the covenants recorded thereunder were untrue. He submitted that the Agreement to Sell indicated that it was signed in Delhi by the respondent, however, the case set up by the respondent was that it was signed by the respondent in London.

23. Third, he submitted that in terms of the Agreement to Sell, the petitioner was obliged to get the property converted into freehold and execute the Conveyance Deed within a period of one year. However, the respondent had not sent any letter or made any demand calling upon the petitioner to perform the obligations as agreed in terms of the Agreement to Sell till almost three years after the execution of the same. He submitted that this would not have been the conduct of the respondent if the Agreement to Sell was a genuine transaction. In addition, he submitted that the value of the property was approximately ₹55 crores, and it was impossible to believe that the petitioner would agree to sell the same at ₹11 crores.

24. Lastly, he submitted that the Arbitral Tribunal's decision to reject the petitioner's contention that there were regular financial dealings between the parties and the amounts received by the petitioner (aggregating to ₹11 crores) were a part of the said transaction, is erroneous. Even according to the respondent, the transactions involved advancing loans and there was no reason for the Arbitral Tribunal to disbelieve that the aggregate sum of ₹11 crores was also received as loans and advances.

Reasons and Conclusion

25. The first and foremost question to be addressed is whether the Arbitral Tribunal lacks the jurisdiction to decide the disputes as to the existence of the Agreement to Sell and more particularly, whether the signatures of the petitioner, as appearing on the Agreement to Sell, were forged.

26. The petitioner had not filed an application under Section 16 of the A&C Act challenging the jurisdiction of the Arbitral Tribunal to decide the disputes in question.

27. There is no cavil with the proposition that merely because the petitioner had not raised the objection regarding the jurisdiction of the Arbitral Tribunal by filing an application under Section 16 of the A&C Act, it would be precluded from questioning the impugned award on the ground of inherent lack of jurisdiction, if the Arbitral Tribunal lack the inherent jurisdiction to adjudicate the disputes [See: ***Lion Engineering Consultants v. State of Madhya Pradesh & Ors.: (2018) 16 SCC 758***]. Thus, the principal issue to be addressed is whether an arbitral tribunal is incompetent to decide a dispute whether signatures of a party to an agreement are forged.

28. Before the Arbitral Tribunal, the petitioner had relied on various decisions of the Supreme Court including the decision in the case of ***N. Radhakrishnan v. Maestro Engineers & Ors.: (2010) 1 SCC 72***. In that case, the Supreme Court had followed its earlier decision in the case of ***Abdul Kadir Shamsuddin Bubere v. Madhav Prabhakar Oak***

& Anr.: AIR 1962 SC 406, wherein the Supreme Court had observed as under:

> "17. There is no doubt that where serious allegations of fraud are made against a party and the party who is charged with fraud desires that the matter should be tried in open court, that would be a sufficient cause for the court not to order an arbitration agreement to be filed and not to make the reference."

29. The correctness of the decision in ***N. Radhakrishnan v. Maestro Engineers & Ors.*** (*supra*) was doubted by a Single Bench of the Supreme Court in ***Swiss Timing Ltd. v. Commonwealth Games 2010 Organizing Committee: (2014) 6 SCC 677***, and it was held that the said decision was *per incuriam* as the Court had not referred to its earlier decisions in the case of ***P. Anand Gajapathi Raju & Ors. v. P.V.G. Raju (Dead) & Ors.: (2000) 4 SCC 539*** and ***Hindustan Petroleum Corporation Ltd. v. Pinkcity Midway Petroleums: (2003) 6 SCC 503***.

30. In ***Booz Allen & Hamilton Inc. v. SBI Home Finance Ltd. & Ors.: (2011) 5 SCC 532***, the Supreme Court had referred to a certain category of cases that were non-arbitrable and the same included cases, which gave rise to criminal offences. In ***A. Ayyasamy v. A. Paramasivam & Ors.*** (*supra*), the Supreme Court observed that an allegation of fraud simpliciter would not nullify the effect of an arbitration agreement between the parties. It is only in those cases where the court, while dealing with Section 8 of the A&C Act, finds that there are very serious allegations of fraud, which make a virtual

case of criminal offence or where allegations of fraud are so complicated that it becomes absolutely essential that such complex issues can be decided only by a civil court on the appreciation of the voluminous evidence that needs to be produced, the court can side track the agreement by dismissing the application under Section 8 of the A&C Act and proceed with the suit on merits. It can be also done in those cases where there are serious allegations of forgery/fabrication of documents, in support of the plea of fraud or where the fraud is alleged against the arbitration provision itself or is of such a nature that permeates the entire contract, including the agreement to arbitrate, meaning thereby in those cases where fraud goes to the validity of the contract itself of the entire contract which contains the arbitration clause or the validity of the arbitration clause itself. In his concurring opinion, Dr D.Y. Chandrachud, J. further explained as under:

> "43. Hence, the allegations of criminal wrongdoing or of statutory violation would not detract from the jurisdiction of the Arbitral Tribunal to resolve a dispute arising out of a civil or contractual relationship on the basis of the jurisdiction conferred by the arbitration agreement.
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> xxxx xxxx xxxx
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> 45. The position that emerges both before and after the decision in *N. Radhakrishnan* [*N. Radhakrishnan v. Maestro Engineers*, (2010) 1 SCC 72 : (2010) 1 SCC (Civ) 12] is that successive decisions of this Court have given effect to the binding precept incorporated in Section 8. Once there is an arbitration agreement between the parties, a judicial authority before whom an action is brought covering the subject-matter of the arbitration

agreement is under a positive obligation to refer parties to arbitration by enforcing the terms of the contract. There is no element of discretion left in the court or judicial authority to obviate the legislative mandate of compelling parties to seek recourse to arbitration. The judgment in *N. Radhakrishnan* [*N. Radhakrishnan* v. *Maestro Engineers*, (2010) 1 SCC 72 : (2010) 1 SCC (Civ) 12] has, however, been utilised by parties seeking a convenient ruse to avoid arbitration to raise a defence of fraud:

45.1. First and foremost, it is necessary to emphasise that the judgment in *N. Radhakrishnan* [*N. Radhakrishnan* v. *Maestro Engineers*, (2010) 1 SCC 72 : (2010) 1 SCC (Civ) 12] does not subscribe to the broad proposition that a mere allegation of fraud is ground enough not to compel parties to abide by their agreement to refer disputes to arbitration. More often than not, a bogey of fraud is set forth if only to plead that the dispute cannot be arbitrated upon. To allow such a plea would be a plain misreading of the judgment in *N. Radhakrishnan* [*N. Radhakrishnan* v. *Maestro Engineers*, (2010) 1 SCC 72 : (2010) 1 SCC (Civ) 12] . As I have noted earlier, that was a case where the appellant who had filed an application under Section 8 faced with a suit on a dispute in partnership had raised serious issues of criminal wrongdoing, misappropriation of funds and malpractice on the part of the respondent. It was in this background that this Court accepted the submission of the respondent that the arbitrator would not be competent to deal with matters "which involved an elaborate production of evidence *to establish the claims relating to fraud and criminal misappropriation*". Hence, it is necessary to emphasise that as a matter of first principle, this Court has not held that a mere allegation of fraud will exclude arbitrability. The burden must lie heavily on a party which avoids compliance with the obligation assumed by it to submit disputes to arbitration to establish the dispute is not arbitrable under the law for the time being in force. In each such case where an objection on

the ground of fraud and criminal wrongdoing is raised, it is for the judicial authority to carefully sift through the materials for the purpose of determining whether the defence is merely a pretext to avoid arbitration. It is only where there is a serious issue of fraud involving criminal wrongdoing that the exception to arbitrability carved out in *N. Radhakrishnan* [*N. Radhakrishnan* v. *Maestro Engineers*, (2010) 1 SCC 72 : (2010) 1 SCC (Civ) 12] may come into existence.

45.2. Allegations of fraud are not alien to ordinary civil courts. Generations of judges have dealt with such allegations in the context of civil and commercial disputes. If an allegation of fraud can be adjudicated upon in the course of a trial before an ordinary civil court, there is no reason or justification to exclude such disputes from the ambit and purview of a claim in arbitration. The parties who enter into commercial dealings and agree to a resolution of disputes by an arbitral forum exercise an option and express a choice of a preferred mode for the resolution of their disputes. The parties in choosing arbitration place priority upon the speed, flexibility and expertise inherent in arbitral adjudication. Once parties have agreed to refer disputes to arbitration, the court must plainly discourage and discountenance litigative strategies designed to avoid recourse to arbitration. Any other approach would seriously place in uncertainty the institutional efficacy of arbitration. Such a consequence must be eschewed."

[Emphasis Supplied]

31. It is important to note the principle that if an allegation can be adjudicated in a trial before an ordinary civil court, there is no reason to exclude the disputes as non-arbitrable.

32. Mr. Nigam relied upon the decision of the Supreme Court in ***Rashid Raza v. Sadaf Akhtar*** *(supra)* and referred to the following paragraph from the said decision:

> "4. The principles of law laid down in this appeal make a distinction between serious allegations of forgery/fabrication in support of the plea of fraud as opposed to "simple allegations". Two working tests laid down in para 25 are: (1) does this plea permeate the entire contract and above all, the agreement of arbitration, rendering it void, or (2) whether the allegations of fraud touch upon the internal affairs of the parties *inter se* having no implication in the public domain."

33. It is clear from the above that the Supreme Court had sought to make a distinction between disputes containing simple allegations and disputes containing serious allegations of forgery and fabrication. In ***Avitel Post Studioz Ltd. & Ors. v. HSBC PI Holdings (Mauritius) Ltd.: (2021) 4 SCC 713***, the Supreme Court explained the two-fold test regarding arbitrability of disputes involving allegations of fraud. The relevant extract of the said decision is reproduced below:

> "35. After these judgments, it is clear that "serious allegations of fraud" arise only if either of the two tests laid down are satisfied, and not otherwise. The first test is satisfied only when it can be said that the arbitration clause or agreement itself cannot be said to exist in a clear case in which the court finds that the party against whom breach is alleged cannot be said to have entered into the agreement relating to arbitration at all. The second test can be said to have been met in cases in which allegations are made against the State or its instrumentalities of arbitrary, fraudulent, or mala fide conduct, thus necessitating the hearing of the case by a writ court in which questions are raised which are not

> predominantly questions arising from the contract itself or breach thereof, but questions arising in the public law domain."

34. The Supreme Court also referred to its earlier decisions including in ***Booz Allen & Hamilton Inc. v. SBI Home Finance Ltd. & Ors.*** (*supra*), and held that merely because some facts involve civil or criminal proceedings would not necessarily lead to the conclusion that the disputes cease to be non-arbitrable. The observations made by the Court are as under:

> "43. In the light of the aforesaid judgments, para 27(*vi*) of *Afcons* [*Afcons Infrastructure Ltd.* v. *Cherian Varkey Construction Co. (P) Ltd.*, (2010) 8 SCC 24 : (2010) 3 SCC (Civ) 235] and para 36(*i*) of *Booz Allen* [*Booz Allen & Hamilton Inc.* v. *SBI Home Finance Ltd.*, (2011) 5 SCC 532 : (2011) 2 SCC (Civ) 781] , must now be read subject to the rider that the same set of facts may lead to civil and criminal proceedings and if it is clear that a civil dispute involves questions of fraud, misrepresentation, etc. which can be the subject-matter of such proceeding under Section 17 of the Contract Act, and/or the tort of deceit, the mere fact that criminal proceedings can or have been instituted in respect of the same subject matter would not lead to the conclusion that a dispute which is otherwise arbitrable, ceases to be so."

35. In a subsequent decision in ***Vidya Drolia & Ors. v. Durga Trading Corporation*** (*supra*), the Supreme Court expressly overruled the decision in ***N. Radhakrishnan v. Maestro Engineers & Ors.*** (*supra*) and observed that fraud can be made a subject matter of arbitration. The Court further propounded a four-fold test for

determining whether a dispute is arbitrable. The relevant extract of the said decision setting out the four-fold test is reproduced below:

> "76. In view of the above discussion, we would like to propound a fourfold test for determining when the subject-matter of a dispute in an arbitration agreement is not arbitrable:
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> 76.1. (*1*) When cause of action and subject-matter of the dispute relates to actions in rem, that do not pertain to subordinate rights in personam that arise from rights in rem.
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> 76.2. (*2*) When cause of action and subject-matter of the dispute affects third-party rights; have *erga omnes* effect; require centralised adjudication, and mutual adjudication would not be appropriate and enforceable.
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> 76.3. (*3*) When cause of action and subject-matter of the dispute relates to inalienable sovereign and public interest functions of the State and hence mutual adjudication would be unenforceable.
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> 76.4. (*4*) When the subject-matter of the dispute is expressly or by necessary implication non-arbitrable as per mandatory statute(s)."

36. In ***N.N. Global Mercantile Private Limited v. Indo Unique Flame Limited & Ors.: (2021) 4 SCC 379***, the Supreme Court observed as under:

> "45. The civil aspect of fraud is considered to be arbitrable in contemporary arbitration jurisprudence, with the only exception being where the allegation is that the arbitration agreement itself is vitiated by fraud or fraudulent inducement, or the fraud goes to the validity of the underlying contract, and impeaches the

> arbitration clause itself. Another category of cases is where the substantive contract is "*expressly declared to be void*" under Section 10 of the Contract Act, 1872 where the agreement is entered into by a minor (without following the procedure prescribed under the Guardians and Wards Act, 1890) or a lunatic, which would be with a party incompetent to enter into a contract.

37. It is clear from a reading of the various judgments of the Supreme Court that the jurisprudence has evolved to limit the exclusion of disputes that are non-arbitrable on the ground of fraud. A clear distinction is drawn in respect of the disputes that may result in penal consequences or conviction of an offence under criminal law. Clearly, such cases are required to be adjudicated by Courts of law. An arbitral tribunal cannot convict a person of an offence punishable under the Indian Penal Code, 1860 or render decision in the realm of public law as these matters are squarely reserved for Courts of competent jurisdiction. However, there is no reason to exclude contractual disputes that can be tried by a Trial Court, as non-arbitrable.

38. A distinction must be drawn between a case where the validity of an agreement or its existence is challenged and a case where the existence of an arbitration agreement is challenged on the ground of forgery. An arbitration agreement is separable from the main agreement. It is only in cases where the allegation of forgery or fraud are in respect to the arbitration agreement, the disputes would not be arbitrable.

39. As a working rule, it must be accepted that where a challenge is made to an agreement on the ground of fraud, it must be assumed that the challenge is to the main agreement and not specifically to the arbitration agreement. Thus, in such cases, the arbitral tribunal would have the jurisdiction to adjudicate disputes regarding validity of an agreement, which is impeached on the ground of fraud, as it must be assumed that such a challenge is to the main agreement and not to the arbitration agreement.

40. The first of the twin tests as laid down by the Supreme Court in ***Rashid Raza v. Sadaf Akhtar*** (*supra*) – "*does this plea permeate the entire Contract and above all, the Agreement of Arbitration rendering it void"* – clearly indicates that where a challenge, on grounds of fraud, is directed not only to the main agreement but also to the arbitration agreement (embodied as an arbitration clause), the disputes would not be arbitrable. This is for the reason that the existence of the arbitration agreement is impeached and thus, the arbitral tribunal would have no jurisdiction to decide the dispute.

41. In ***N.N. Global Mercantile Private Limited v. Indo Unique Flame Limited and Ors.*** (*supra*), the Supreme Court had, once again, highlighted the exception to arbitrability of disputes where an agreement is vitiated by fraud. The only exception is where "*the allegation is that the arbitration agreement itself is vitiated by fraud … and impeaches the arbitration clause itself*."

42. It is material to note that the A&C Act does not exclude any dispute as non-arbitrable. However, certain disputes are intrinsically non-arbitrable, either for the reason that they cannot be confined as private disputes between parties or there are special statutes, which provide a separate mechanism for adjudication of such disputes. In the former category would be cases such as grant of probate, which are matters in *rem*. In the latter category are cases such as landlord-tenant disputes covered under the Rent Control Act, matrimonial disputes relating to divorce, etc. Such disputes are intrinsically non-arbitrable and thus, cannot be referred to arbitration, notwithstanding, the agreement between the parties.

43. The allegations regarding fraud, forgery or inducement relating to an agreement, do not fall in either of the two categories as stated above. Such disputes, however serious the allegations may be, cannot be stated to be inherently non-arbitrable. If the parties voluntarily agree that said disputes be decided by arbitration, there is no reason to exclude such disputes from arbitration. The guiding principle is that if a civil court can decide the disputes in a trial, so can an arbitral tribunal. The complexity of the questions or the volume of evidence involved, does not render any dispute inherently non-arbitrable.

44. The question as to arbitrability of disputes in this case may be viewed in another context. If the parties had entered into a separate arbitration agreement and agreed to refer the disputes as to whether the Agreement to Sell (the main Agreement) was forged, there can be no objection as to the jurisdiction of the Arbitral Tribunal to decide the

disputes. This is because the question whether the Agreement to Sell was forged would not impinge on the validity or existence of the arbitration agreement. The dispute whether the Agreement to Sell was fabricated or the signatures of the petitioner had been forged, is not *per se* not arbitrable. The decision of the Arbitral Tribunal, in this circumstance, would not be amenable to challenge under Section 34(2)(b)(i) of the A&C Act. The controversy in the present case arises only because the Arbitration Agreement is included as a clause in the Agreement to Sell, which the petitioner claims was not signed by him.

45. In this regard, it is relevant to refer to the decision of the House of Lords in ***Fiona Trust & Holding Corporation and others v. Privalov: (2007) UKHL 40***. In that case, the owners of eight vessels (owners) had entered into charters with eight charterers. The charterparties included an arbitration clause. The owners alleged that the charters were procured by bribery of certain senior officers and thus, sought to rescind the charters. They commenced proceedings seeking a declaration that the charters have been validly rescinded. The charterers applied for a stay on the ground that the matter was required to be determined by arbitration. The application for stay was refused by Morison J. [2007 1 All ER (Comm) 81] but was allowed by the Court of Appeal [Tuckey, Arden and Longmore LJJ, (2007) Bus LR 686]. The owners challenged the decision of the Court of Appeal before the House of Lords, which was dismissed. The following passages from the opinion of Lord Hoffmann are relevant and set out below:-

"13. In my opinion the construction of an arbitration clause should start from the assumption that the parties, as rational businessmen, are likely to have intended any dispute arising out of the relationship into which they have entered or purported to enter to be decided by the same tribunal. The clause should be construed in accordance with this presumption unless the language makes it clear that certain questions were intended to be excluded from the arbitrator's jurisdiction. As Longmore LJ remarked, at [17]: '[i]f any businessman did want to exclude disputes about the validity of a contract, it would be comparatively easy to say so.'

xxxx xxxx xxxx

15.If one adopts this approach, the language of cl 41 of Shelltime 4 contains nothing to exclude the disputes about the validity of the contract, whether on the grounds that it was procured by fraud, bribery, misrepresentation or anything else. In my opinion it therefore applies to the present dispute.

16.The next question is whether, in view of the allegation of bribery, the clause is binding upon the owners. They say that if they are right about the bribery, they were entitled to rescind the whole contract, including the arbitration clause. The arbitrator therefore has no jurisdiction and the dispute should be decided by the court.

17.The principle of separability enacted in section 7 means that the invalidity or rescission of the main contract does not necessarily entail the invalidity or rescission of the arbitration agreement. The arbitration agreement must be treated as a 'distinct agreement' and can be void or voidable only on grounds which relate directly to the arbitration agreement. Of course there may be cases in which the ground upon which the main agreement is invalid is identical with the ground upon which the arbitration agreement is invalid. For example, if the main

agreement and the arbitration agreement are contained in the same document and one of the parties claims that he never agreed to anything in the document and that his signature was forged, that will be an attack on the validity of the arbitration agreement. But the ground of attack is not that the main agreement was invalid. It is that the signature to the arbitration agreement, as a 'distinct agreement' was forged. Similarly, if a party alleges the someone who purported to sign as agent on his behalf, that is an attack on both the main agreement and the arbitration agreement.

18. On the other hand, if (as in this case) the allegation is that the agent exceeded his authority by entering into a main agreement in terms which were not authorised or for improper reasons, that is not necessarily an attack on the arbitration agreement. It would have to be shown that whatever the terms of the main agreement or the reasons for which the agent concluded it, he would have had no authority to enter into an arbitration agreement. Even if the allegation is that there was no concluded agreement (for example, that terms of the main agreement remained to be agreed) that is not necessarily an attack on the arbitration agreement. If the arbitration clause has been agreed, the parties will be presumed to have intended the question of whether there was a concluded main agreement to be decided by arbitration."

[Emphasis Supplied]

46. The exception to arbitrability of a dispute relating to fraud is thus, only restricted to cases where the allegation is a serious one, which impinges on the existence of an arbitration agreement. An allegation that the arbitration agreement does not exist because the document is forged or fabricated, clearly strikes at the existence of the arbitration agreement and therefore, such disputes are not arbitrable.

47. In this case, if the petitioner had challenged the disputes as not arbitrable on the ground that the Arbitration Agreement (Arbitration Clause) – which is included in the Agreement to Sell – does not bear his signatures (and the same are forged); the dispute would not be arbitrable. As articulated by Lord Hoffman, in such a case *the ground of attack is not that the main agreement is invalid. It is that the signature to the arbitration agreement, as a 'distinct agreement' is forged.* Undisputedly, it was open for the petitioner to resist the reference to arbitration on the ground that the Arbitration Agreement did not exist. This question would be addressed at the pre-reference stage, or even at the initial stage before the Arbitral Tribunal under Section 16 of the A&C Act. However, the petitioner accepted the Arbitration Agreement and, it is apparent that he restricted his challenge as to the principal agreement.

48. It is material to note that the petitioner participated in the selection of the Arbitrator. In response to the notice under Section 21 of the A&C Act, the petitioner insisted that if the arbitration was to go ahead, it ought to be before a former Judge of a High Court. Subsequently, during the proceedings in respect of the petition filed under Section 11 of the A&C Act [being Arb P. 325/2017], the petitioner readily accepted the appointment of the Arbitral Tribunal for adjudication of the disputes including whether the Agreement to Sell is a forged document or not. The same was recorded in the order passed by this Court on 12.10.2017 and the relevant extract of the said order is reproduced below:

> "3. Learned counsel for the respondent has entered appearance. He submits that the Agreement to Sell is a forged document and does not bear the signatures of the respondent. However, counsel for the respondent submits that without prejudice to the rights and contentions including the contention that the agreement is a forged document he has no objection in case a retired High Court Judge is appointed as a Sole Arbitrator to adjudicate the disputes."
>
> [Emphasis Supplied]

49. The above indicates that the petitioner accepted the Arbitration Agreement but reserved its rights to assail the main Agreement. It was open for the petitioner, at that stage, to resist the appointment of an arbitrator on the ground that his signatures on the Arbitration Agreement were forged; the Agreement did not exist; and, the dispute in this regard was non-arbitrable. However, the petitioner readily accepted a reference to arbitration without prejudice to his contention that the Agreement to Sell was forged. The petitioner's reservation of his rights and contentions must be construed to be restricted to the main Agreement and not the Arbitration Agreement. By virtue of doctrine of separability, the Arbitration Agreement, although included as a clause in the main Agreement, is a separate agreement. The contention that the petitioner's signatures are forged would also be a ground to impeach the Arbitration Agreement, but it is open for a party to waive the same and proceed with the arbitration. The petitioner did precisely that.

50. This is also evident from the averments made in the Statement of Defence filed before the Arbitral Tribunal. The petitioner invited

the Arbitral Tribunal to adjudicate on the issue of forgery and sought a declaration from the Arbitral Tribunal to treat the Agreement to Sell as a forged and manufactured document. The Statement of Defence is replete with such averments. Illustratively, it is relevant to refer to Paragraph 39 of the Statement of Defence, which indicates that the petitioner had specifically consented to the jurisdiction of the Arbitral Tribunal for adjudication of the dispute regarding the alleged forgery of the Agreement to Sell and additionally, claimed costs. The said paragraph is reproduced below:

> "39. … It is relevant to note that it is frivolous litigation in order to abstract more and more out of the respondent and therefore once the agreement is proved to be forged all the expenses been incurred upon the Respondent for contesting the same frivolous litigation either in High Court or Arbitration be awarded to him with a reasonable interest. Therefore the Claimant is liable of forging and fabricating the document and hence do not deserve any mercy or relief from this Hon'ble Tribunal."
>
> [Emphasis Supplied]

51. The relief sought by the petitioner in the Statement of Defence is relevant and reproduced below:

> "8. Prayer
>
> In view of the above mentioned facts and circumstances, it is most respectfully prayed that this Hon'ble Tribunal:
>
> A. To dismiss the Claim of the Claimant with heavy cost in favour of the Respondent.
>
> B. Declare the Agreement to be illegal being forged and manufactured.

C. To award the cost of litigation both in High Court and presently before Arbitration Tribunal along with a reasonable interest.

D. And/or to pass any further order(s) as this Hon'ble Tribunal deem fit and proper, in the interest of justice."

[Emphasis Supplied]

52. However, the petitioner raised the issue regarding non-arbitrability at the stage of final arguments. The petitioner contended that the issue of forgery was not arbitrable. This contention must be restricted to the main Agreement and not one advanced in the context of the Arbitration Agreement. This was rightly rejected by the Arbitral Tribunal.

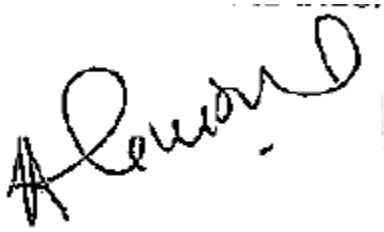
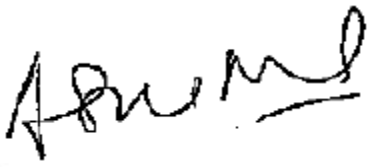
53. The petitioner's stand in these proceedings that the dispute is regarding the existence of Arbitration Agreement and the same is non-arbitrable is inconsistent with its conduct. The petitioner had led evidence and invited the Arbitral Tribunal to adjudicate the issue regarding forgery.

54. Mr. Nigam submitted that even in cases where such disputes are decided by an arbitral tribunal, the Courts must have a "second look". He also referred to the decision in the case of ***Vidya Drolia & Ors. v. Durga Trading Corporation*** (*supra*), in support of the said contention.

55. There is no dispute that even in cases where the parties are referred to arbitration, despite the controversy regarding arbitrability of the disputes, the Courts may have a second look at the post award

stage. However, the scope of the second look is restricted to the grounds and standards of examination as applicable to an application for setting aside the award and/or recognizing and enforcing the same under Section 34 of the A&C Act. In the present case, the decision of the Arbitral Tribunal that the Agreement to Sell was valid and binding must be decided on the anvil of Section 34(2) or Section 34(2A) of the A&C Act.

56. It was established before the Arbitral Tribunal that the petitioner was using signatures in more than one form. In one of his signatures, the second letter "G" (in running form) was in upper case while in the other, it was in lower case. To make it abundantly clear, the images of the two admitted signatures of the petitioner are relevant and set out below:

Signature of the petitioner with second letter "G" in upper case.	Signature of the petitioner with second letter "G" in lower case.
	

57. Both the parties had examined handwriting experts. The handwriting expert (CW-4), examined on behalf of the respondent, has affirmed on affidavit that in his opinion, the person whose admitted signatures are marked as A1 to A27 (admitted signatures) had also affixed the signatures marked as Q1 to Q27. He was extensively

cross-examined. In addition, the Arbitral Tribunal had also questioned the said witness.

58. The Arbitral Tribunal carefully evaluated the expert evidence and also examined the signatures of the petitioner appearing on the Agreement to Sell. The Arbitral Tribunal accepted that the signatures appearing on the Agreement to Sell were affixed by the petitioner. The relevant extract of the award indicating that the Arbitral Tribunal had deliberated on the issue is extracted below:

> "75. Claimant as well as respondent have produced handwriting experts in support of their respective contentions. Mr. Devak Ram Sharma CW-4 has been produced by the claimant, while Mr. Ami Lal Daksh RW-2 has been produced by the respondent. CW-4 has submitted his report after examining photocopies of the questioned and admitted documents. While RW-2 had examined the questioned and admitted signatures of the respondent on the scanned copies of the documents provided by the respondent. Neither of the two experts examined and compared the original documents.
>
> 76. CW-4 submitted two reports dated 20.11.2017 i.e. Ex-CW-1/O and report dated 11.07.2018 as Ex-CW-4/2. While the first report examines the Agreement to Sell dated 07.08.2014 Ex-CW-1/B, the second report Ex-CW-4/2 examines another Agreement to Sell dated 30.10.2015 of Arbitration case *Surinder Kumar vs. Karan Gupta*, wherein also the signatures of Mr. Amrish Gupta as an attorney of Karan Gupta were in question. CW-4 in his report dated 20.11.2017 opined the signatures

on Ex-CE-1/B and the admitted signatures had the same authorship i.e. that of respondent.

77. Report dated 20.11.2017 is assailed on the ground of it being based on examination of photocopies without the examination of original documents. Respondent also initially contended that the admitted signatures considered with questioned signatures were not of admitted documents. However, during the cross-examination respondent admitted these documents having his signatures namely Ex.CW-1/P and Ex.-CW-1/R.

78. RW-2 Mr. Ami Lal Daksh examined signatures of the respondent on Agreement to Sell dated 07.08.2014 Ex-CW1/B with that of documents provided by the respondent having his admitted signatures. The expert after his examination opined to have different authorship of signatures on the Agreement to Sell Ex-CW-1/B and those on admitted documents. The report Ex-RW-2/A of witness was assailed by the claimant on the ground that it was conducted on the scanned copies and that the report had been vetted and material changes were made by Shri A K Gupta who had not been examined. Moreover, Ms. Garima Walia who had assisted the witnesses on technical analysis had also not been examined and hence the report could not be said to be having the views of the expert witness himself. Claimant also questioned credibility and functioning of Truth lab, issuing the report Ex-RW-2/A, quoting the observations of Division Bench of Delhi High Court in *Kavita Devi v. Anil Kumar (Mat. Application No.47 of 2014)* wherein it was observed that the manner in

which test had been conducted at Truth Lab *"shocked the conscience"* of the Court. However, Counsel for respondent sought to refute the same by stating that it was a report concerning a matrimonial dispute and another Expert had conducted the test. Counsel for the claimant rejoined by saving that he was commenting on the credentials of Truth Lab as organization. This controversy need not detain us and is not being considered in our evaluation.

79. Ld. Counsel for the claimant submitted that upon study of the signatures of the respondent who was having at his command, two patterns of signatures, the documents that respondent intends to accept used signatures with capital "G" while documents he intends to deny uses signatures with small "g". In the present instance, Ex-CW-1/B carries "g", counsel submitted that it reflected the pre-determined *malafide* intention of the respondent.

80. The handwriting expert, CW-4 has examined both the patterns of signatures i.e. capital "G" and small "g" of the respondent on Ex-CW-1/B and other documents with admitted signatures containing capital "G" and small "g". He also brought out that respondent had two patterns of signatures in his command with natural and minor variations, there were certain common alphabets and characters in the admitted and questioned signatures. Variations were in respect of capital "G" & small "g" and spacing in between second and third alphabets as can also be seen from question numbers 2-6 of his cross-examination.

81. I have carefully considered the reports of both the handwriting experts i.e. CW-4 and RW-2 and have visually examined the disputed signatures with the admitted signatures of respondent in numerous documents as well as the original agreement which had been produced and returned after having been seen by the parties and the Tribunal. Numerous documents are also considered with which the respondent had been confronted during cross-examination having his admitted signatures. These are **i.** Municipal Tax receipt of the respondent **ii.** certified copy of respondent's letter dated 15.02.2014 for resignation from Directorship of M/s R.N. Technobuild Pvt. Ltd. company, **iii.** Balance Sheet as of 31.03.2015 of M/s Blue Planet Farms pvt. Ltd. marked as Ex-CW1/P containing respondent's signatures as Director, **iv.** Notice for Third Annual General Meeting of M/s Jaguar Farms Pvt. Ltd. dated 02.08.2016 marked as Ex.CW-1/R containing his signatures as Director were examined. **v.** Power of attorney dated 26.11.2015 executed by Ms. Seema Gupta in favour of Shri Dinesh Gupta Ex-RW-1/CE-3 and Will dated 08.12.2014 executed by Ms. Seema Gupta Ex-RW-1/CE-4. These documents are proved to carry respondent's signatures and contain "g".

82. I am of the view that the report Ex-CW-1/O as submitted by CW-4 Devak Ram Sharma, commends itself for acceptance. He has concluded after examination that the signatures of respondent on Ex-CW-1/B has the same authorship. It has also been rightly observed that the questioned as well as admitted signatures have natural and minor variations. It is also borne out from record

that the respondent appears to have two patterns of signatures at his command. In one he uses "G" and the other "g" with variation appearing between second and third alphabet. On the other hand, a basic lacuna which emerges in report of RW-2 is that he did not examine the questioned signatures carrying "g" on the agreement with that of admitted signatures containing "g" but has only compared them with documents containing signatures carrying "G" as provided by respondent. Moreover, he too was of the view that the questioned signatures carrying "g" were freely written. I have also visually compared the questioned and admitted signatures on record. While considering the reasons and finding reasons of the expert in terms of section 45 and 57 of the Indian Evidence Act, 1872, after considering the reports and visually comparing the signatures as mandated under section 73 of the Indian Evidence Act, 1872, I am satisfied that the signatures on Ex-CW-1/B are that of the respondent and similar to the admitted signatures. Reference may usefully be made in this regard to observations in case of **State (Delhi Admin.) v. Pali Ram, AIR 1979 SC 14** as regard to the function of the Court while considering the Expert report and while examination to be done by the Court. The Court in para 31 observed as below:

"It is not the province of the expert to act as Judge or Jury. As rightly pointed out in Titli v. Jones the real function of the expert is to put before the Court all the materials, together with reasons which induce him to come to the conclusion, so that the Court, although not an expert ma form its own

judgment by its own observation of those materials. Ordinarily, it is not proper for the Court to ask the expert to give his finding upon any of the issues, whether of law or fact, because, strictly speaking, such issues are for the Court or jury to determine. The handwriting expert's function is to opine after a scientific comparison of the disputed writing with the proved or admitted writing with regard to the points of similarity and dissimilarity in the two sets of writings. The Court should then compare the handwritings with its own eyes for a proper assessment of the value of the total evidence."

83. After due consideration of expert reports and on a visual and physical examination of respondent's signatures carrying "g" on the documents which had been admitted in the cross-examination as well as the disputed signatures on Ex-CW1/B, and on visual examination by the undersigned of patterns of signatures appear to be identical, having the same flow and single authorship. I am inclined to accept that Ex-CW-1/B has the signatures of respondents."

59. In addition to the above, the respondent had also examined the two persons, who had affixed their signatures on the Agreement to Sell. The Arbitral Tribunal found that their evidence was credible and they were steadfast even on being cross-examined extensively.

60. This Court has also carefully examined the documents and material available on record and concurs with the view of the Arbitral Tribunal. There is little doubt that the petitioner has signed the Agreement to Sell.

61. The next contention to be examined is whether the decision of the Arbitral Tribunal to reject the petitioner's contention that the transaction between the parties was not of sale and purchase of the property in question but that of a loan, is perverse and patently erroneous.

62. This Court finds no merit in the aforesaid contention. There was no dispute that the aggregate sum of ₹11 crores was received by the petitioner. The fact that the petitioner had received a sum of ₹12 crores over a period of time and returned ₹1 crore did not establish that the entire amount of ₹12 crores was received as a loan. The Arbitral Tribunal found that the petitioner had neither paid any interest to the respondent nor deducted any income tax (TDS), which would have been necessary if the petitioner had paid or recognized his liability to pay any interest. Thus, although the petitioner claims that he had availed an interest-bearing loan, but the fact that no TDS has been deposited by the petitioner with the Income Tax Authority, indicates the contrary. The petitioner also claimed that he had utilized the funds for advancing loans to Mr. Surinder Kumar Wadhwa (Power of Attorney Holder of the respondent), his family members and his affiliates. The Arbitral Tribunal found that this explanation was inconsistent with the petitioner's stand that he had availed the loan as he was in need of money. More importantly, the petitioner filed certain cases in respect of the amounts advanced to certain friends (whom he now states were affiliates of Mr. Surinder Kumar Wadhwa). However, the pleadings in those cases did not reflect that the funds

had been borrowed from Mr. Gurchait Singh Chima and there was any arrangement of setting off loans or interest, as was sought to be suggested before the Arbitral Tribunal.

63. The decision of the Arbitral Tribunal is a well-considered decision and this Court finds no grounds to interfere with the same.

64. The last question to be examined is whether the Arbitral Tribunal had grossly erred in directing specific performance of the Agreement to Sell on the ground that the Agreement to Sell included certain clauses, which were clearly found to be untrue or not complied with. In particular, the petitioner points out that the Agreement to Sell indicated that Mr. Gurchait Singh Chima had signed the same on the date it was executed and the balance consideration of ₹8 crores would be paid on execution of the Sale Deed. He submitted that the case set up by Mr. Gurchait Singh Chima that he had witnessed execution of the Agreement to Sell on FaceTime and subsequently, signed the same in London runs contrary to the terms of the Agreement to Sell and therefore, Mr. Gurchait Singh Chima's claim was required to be rejected. Mr. Gurchait Singh Chima was required to pay the balance sale consideration at the time of registration of the Sale Deed. According to him, he had paid the same prior to execution of the Sale Deed.

65. The aforesaid contentions were also examined by the Arbitral Tribunal. Clearly, the contention that the petitioner was absolved from performing his obligations under the Agreement to Sell merely because it incorrectly reflected that it was signed by Mr. Gurchait

Singh Chima in Delhi is unmerited and was rightly rejected by the Arbitral Tribunal.

66. Once the Arbitral Tribunal had found that the transaction, as recorded in the Agreement to Sell, stands established, there was no ground/reason to refrain from directing specific performance of the same.

67. Before concluding, it would be relevant to note that Mr. Singhal, learned counsel appearing for the respondent, submitted that the petitioner is a chronic litigant and had also instituted proceedings before the NCLT in respect of M/s R.N. Techno Build Pvt. Ltd. and M/s R.N. Build Prop. Pvt. Ltd. In those cases, the petitioner had challenged transfer of shares on the ground that they were forged. He stated that in those cases as well, the petitioner had contended that the transactions were loan transactions and therefore, it was clear that this is the petitioner's *modus operandi* to avoid transactions.

68. However, this Court is refraining from examining the said allegations as the same is outside the scope of examination of the present proceedings.

69. The petition is thus, unmerited and accordingly, dismissed.

VIBHU BAKHRU, J

APRIL 18, 2022
'gsr'/v