

IN THE NATIONAL COMPANY LAW APPELLATE TRIBUNAL

NEW DELHI

Company Appeal (AT) No. 52 of 2017

M/s Emjee Homes

.... Appellant

Vs.

M/s Sahanik Private Limited & Ors.

.... Respondent

**Present: For Appellant: - Mr. Rahul Chitnis i/b Mr. Aaditya Pande,
Advocates**

**For Respondents: - Mr. Nikhil Namtar with Mr. TVS
Raghavendra and Ms. Smrity Shah, Advocates**

08.03.2017- The appellant has challenged the order dated 10th February 2017 passed by the National Company Law Tribunal, Mumbai Bench in C.A.No.119/2016 in T.C.P. No. 18/58, 59/397, 398/NCLT/MB/2014 whereby the Tribunal directed the Escrow Agents to provide copies of documents and agreement in sealed cover which are as follows: -

“4. On this short issue, heard both the sides.

As far as the legal proposition addressed, there are no two opinions that a Judge must not leave a single stone unturned to unearth the truth. Every endeavour should be made to search the truth. The Courts are expected to check the veracity of the documents. Keeping these principles in mind, it is necessary to carefully peruse the impugned MoU, JVA and PoA as stated in this

*Application. Since the admitted factual position is that the said documents / agreements are in possession of the respected Escrow Agents, as named above, therefore, in the interest of justice they are directed to send by Speed Post the photocopies of all those documents, each page duly testified by them, on or before **28th of February, 2017** addressed to the **Bench Officer, NCLT, Mumbai Bench, 6th Floor, Fountain Telecom Building No.1, Next to Central Telegraph Office, M.G. Road, Mumbai 400 001**. Needless to mention, the said original documents should again be kept safely in the bank locker. By this direction, prima facie, no prejudice is going to cause either to the Petitioner or to the Respondents. The clauses of the documents shall be perused in the open Court on the date of hearing, now enlisted for **8th of March, 2017**.”*

Learned counsel for the appellant submits that the documents/agreements in possession of the respective Escrow Agents are confidential and cannot be shown to the respondent, who are the applicant before the Tribunal.

Learned counsel for the respondents submits that the documents/agreements have already been submitted by Escrow Agents before the Tribunal in sealed cover.

Having heard the learned counsel for the parties we are not inclined to interfere with the impugned order dated 10th February 2017 as it is always

open to the Tribunal to peruse the copies of all documents/agreements available with the Escrow Agents for coming to a conclusion as to whether any relief should be granted to the petitioner and if so then what relief.

The impugned order does not talk of handing over any copy of the documents or agreement to the parties nor is mentioned to show the copies of documents or agreement to any of the party. We hope and trust that the documents/agreement will be looked into only by the Tribunal to decide the case.

With aforesaid observations the appeal stands disposed. No cost.

(Justice S.J. Mukhopadhaya)
Chairperson

(Mr. Balvinder Singh)
Member(Technical)

sm