



IN THE COURT OF SH. HEM SINGH, DISTRICT JUDGE-01, (EAST),
KARKARDOOMA COURTS, DELHI

CS No. 23/23
CNR NO. DLET010003222023

In the matter of :-

Sh. Piyush Kumar Singh
S/o Sh. Ashok Kumar Singh
R/o H.No. A987/3, Saraswati Gali No.4,
Budha Marg, Mandawali, Fazalpur,
Shakarpur, East Delhi-110092

..... Plaintiff

Versus

1. Sh. Loukesh Gaur
S/o Sh. Kirshan Gaur
R/o A-602, Gateway Towers,
Sector-4, Vaishali, Ghaziabad, UP-201010
Mobile No.8920756273

2. Sh. Aakash Kashotiya
S/o Sh. Suresh Chand Kashotiya
R/o D-935, J.J. Camp No. 2 Colony,
Nangloi West, New Delhi-110041
Mobile No. 7982651504

3. Regional Transport Authority
L-8, Sant Nagar Marg, Laldora, Jharoda, Burari
New Delhi-110084

Through its M.L.O

.....Defendants

Date of Institution	:	10.01.2023
Date of Reserving Order	:	07.03.2026
Date of Decision	:	29.05.2026

**SUIT FOR SPECIFIC PERFORMANCE, DAMAGES, MANDATORY AND
PERMANENT INJUNCTION**

JUDGMENT:

A) BRIEF FACTS:

1. Plaintiff had purchased a Maruti Swift Dzire Tour vehicle on 03.04.2022 from Defendant No.1 for a total sale consideration of Rs.3,62,000/-, which was paid in cash. Defendant No.2 is the registered owner of the said vehicle. The purchase was made for the purpose of earning livelihood by operating the vehicle as a taxi.

2. That the defendant No.1 represented himself as competent to sell the vehicle, claiming that he had acquired it through an auction conducted by a financier, and assured that Defendant No.2 would cooperate in the transfer of ownership and registration in favour of the Plaintiff. It is stated that relying upon these representations, the Plaintiff inspected the vehicle, took a test drive, finalized the transaction, and took possession of the vehicle along with all relevant documents and paid the entire consideration. A written Agreement to Sell dated 03.04.2022 was duly executed between the Plaintiff and Defendant No.1.

3. Thereafter, the Plaintiff repeatedly applied to the concerned Regional Transport Office (RTO) for transfer of ownership in his name. As per RTO procedure, an OTP sent to the registered owner (Defendant No.2)

was mandatory for effecting the transfer. That despite repeated requests, Defendants No.1 and 2 failed and refused to provide the OTP or cooperate in the transfer process.

4. It is further stated in the plaint that after receiving the entire sale consideration, the Defendant no. 1 and 2 adopted a dishonest attitude and illegally demanded an additional Rs.1,00,000/- from the Plaintiff as a pre-condition for completing the RC transfer. Upon the Plaintiff's refusal, the Defendant no. 1 and 2 deliberately obstructed the transfer process and subjected the Plaintiff to continuous harassment.

5. The Plaintiff further discovered that Defendant No.2 had wrongfully blacklisted the vehicle with the RTO on false grounds, despite the loan having already been settled and the vehicle lawfully sold in auction. Additionally, traffic challans amounting to approximately Rs.14,500/-, incurred prior to the sale, remain unpaid by the Defendant no. 1 and 2.

6. That due to the Defendant no. 1 and 2's failure to transfer the vehicle in the Plaintiff's name, the vehicle has remained unused, causing the Plaintiff a continuous loss of income of approximately Rs.30,000/- per month, along with severe mental agony, hardship, and financial distress.

7. That the Defendant no. 1 and 2 further threatened the Plaintiff with dire consequences in case legal remedies were pursued, and also threatened to transfer the vehicle in favour of a third party, thereby endangering the Plaintiff's lawful rights.

8. The Plaintiff has fulfilled all contractual obligations, whereas the Defendant no. 1 and 2 have willfully failed to perform their part of the

contract, thereby committing breach of contract, cheating, and fraud. Hence, the Plaintiff has no other efficacious remedy except to approach this Hon'ble Court.

9. Therefore, the plaintiff has filed the present suit and prayed this Hon'ble Court to pass a decree for specific performance, mandatory and permanent injunction along-with a money decree for damages in favor of plaintiff and against defendant no. 1 and 2.

10. Accordingly, summons of the suit were issued to the defendants. Defendant no. 1 could not be served through ordinary process, therefore, defendant no. 1 was served through publication. Ld. Counsel for defendant no. 1 appeared and sought time to file vakalatnama as well as written statement, however, no written statement was filed and accordingly, right of defendant no. 1 to file written statement was closed vide order dated 17.08.2023. There was no representation on behalf of defendant no. 2, therefore, defendant no. 2 was proceeded ex-parte vide order dated 10.03.2023. On 03.02.2023, representative/staff of defendant no. 3 made appearance but after subsequent proceedings or during evidence there was no representation on behalf of defendant no. 3, hence, right of defendant no. 3 to cross-examine plaintiff's witnesses was closed vide order dated 24.10.2024.

B) EVIDENCE:

1. To prove his case, the plaintiff filed his evidence affidavit, tendered the same as **Ex. PW1/A** and relied upon the following documents:

1. Ex.PW1/1 (OSR) is the copy of agreement dated 03.04.2022.
2. Ex.PW1/2 is copy of PAN card of D-1 which is de-exhibited and

now marked as Mark A.

3. Ex.PW1/3 is copy of Aadhar card which is de-exhibited and now marked as Mark B.

4. Ex.PW1/4 is copy of driving license which is de-exhibited and now marked as Mark C.

5. Ex.PW1/5 is copy of PAN card which is de-exhibited and now marked as Mark D.

6. Ex.PW1/6 is copy of PAN card of father which is de-exhibited and now marked as Mark E.

7. Ex.PW1/7 is copy of electricity bill which is de-exhibited and now marked as Mark F.

8. Ex. PW1/8 is copy of message SMS regarding receiving the compliant dated 03.01.2023 which is de-exhibited and now marked as Mark G.

9. Ex.PW1/9 is copy of message regarding the blacklisted the vehicle which is de-exhibited and now marked as Mark H.

10. Ex.PW1/10 (OSR) is copy of RC of car.

11. Ex.PW1/11 (OSR) is copy of compliant dated 03.01.2022.

12. Ex.PW1/12 to Ex.PW1/18 (OSR) are copy of form 26, 27, TCA, 2 form TCR, 28,29,30,34,35.

13. Ex.P W1/19 (OSR) is copy of NOC.

14. Ex.PW1/20 (OSR) is copy of NCR report.

PW1 was not cross-examined as none appeared on behalf of defendants.

2. Sh. Dinesh Singh, also stepped in the witness box and examined

himself as PW2. He filed his evidence affidavit, tendered the same as **Ex. PW2/A** and relied upon the documents already exhibited as Ex.PW1/1 to Ex.PW1/20.

PW2 was also not cross-examined as none appeared on behalf of defendants.

3. **Sh. Dilshad Ali**, examined himself as PW3. He filed his evidence affidavit, tendered the same as **Ex. PW3/A** and relied upon the documents already exhibited as Ex.PW1/1 to Ex.PW1/20.

PW3 was also not cross-examined as none appeared on behalf of defendants.

4. None appeared on behalf of defendants to cross-examine plaintiff's witnesses despite opportunities given. Therefore, right of defendants to cross-examine plaintiff's witnesses was closed vide order dated 24.10.2024 and the matter was listed for DE.

C) I have heard final arguments addressed by Ld. Counsel for the plaintiff and perused the record. I have considered the same.

D) **POINTS FOR DETERMINATION:**

a) Though no formal issues were framed during the course of proceedings, however, in view of the pleadings and reliefs sought in the plaint, following points arise for determination before this Court:

(i) Whether the plaintiff is entitled to a decree of specific performance of agreement dated 03.04.2022 against Defendants No.1 and 2 thereby directing them to perform all necessary acts, execute all requisite documents, appear before the concerned RTO and provide OTP/authentication and other

documents required for transfer of registration of vehicle bearing registration No. DL1ZC3787, model Maruti Swift Dzire Tour, in favour of the plaintiff?

(ii) Whether the plaintiff is entitled to a decree of mandatory injunction thereby directing Defendant No.3/Motor Licensing Officer to transfer the registration of the aforesaid vehicle in favour of the plaintiff?

(iii) Whether the plaintiff is entitled to a decree of mandatory injunction thereby directing Defendants No.1 and 2 to clear all traffic challans pertaining to the period prior to the date of sale and delivery of the vehicle in question to the plaintiff?

(iv) Whether the plaintiff is entitled to recovery of damages/compensation from Defendants No.1 and 2 towards loss of earning at the rate of Rs.30,000/- per month from the date of institution of the suit till transfer of registration of the aforesaid vehicle in the name of the plaintiff?

(v) Whether the plaintiff is entitled to decree of permanent injunction thereby restraining Defendants No.1 and 2 from transferring, alienating or creating any third-party interest in the vehicle in question?

(vi) Relief.

E) FINDINGS:

a) The burden to prove the aforesaid points was upon the plaintiff. In order to discharge the said burden, the plaintiff examined himself as PW1 and tendered his evidence by way of affidavit. The plaintiff reiterated the contents of the plaint and relied upon the Agreement dated 03.04.2022 executed between the plaintiff and Defendant No.1 regarding sale of vehicle bearing registration No. DL1ZC3787.

b) The plaintiff further placed on record copy of Registration Certificate of the aforesaid vehicle, Forms No.26, 27, 28, 29, 30 and 35 required for transfer of ownership as well as NOC issued by the concerned financier bank. During his testimony, PW1 also produced the originals of the aforesaid documents for perusal of the Court.

c) The plaintiff further examined PW2 and PW3, who are witnesses to the Agreement dated 03.04.2022. Both the said witnesses specifically deposed that Defendant No. 2, being the registered owner of the vehicle, was fully aware about the execution of Agreement dated 03.04.2022 between the plaintiff and Defendant No.1 and had consciously approved and permitted the said transaction.

d) PW2 and PW3 further categorically deposed that Defendant No.2 had handed over the original Registration Certificate, duly signed Forms No. 26, 27, 28, 29, 30 and 35, copy of Aadhaar Card, PAN Card, driving licence, residence proof and original NOC issued by the financier bank in furtherance of the aforesaid sale transaction and for facilitating transfer of ownership of the vehicle in question in favour of the plaintiff.

e) The testimony of PW1, PW2 and PW3 has remained consistent, unchallenged and trustworthy. Despite opportunity, none of the defendants came forward to cross examine the said witnesses. The documentary evidence placed on record duly corroborates the testimony led by the plaintiff.

f) From the evidence available on record, this Court is satisfied that the plaintiff had purchased the vehicle in question from Defendant No.1 after payment of entire sale consideration amounting to Rs.3,62,000/- and

possession of the vehicle was also delivered to the plaintiff.

g) This Court is further of the considered view that Defendant No.2 was not only aware about the aforesaid transaction but had also actively participated in and approved the same. The handing over of original Registration Certificate, duly signed statutory transfer forms and identity documents by Defendant No.2 clearly establishes his consent, acknowledgment and ratification of the transaction entered into between the plaintiff and Defendant No.1.

h) Once Defendant No.2 consciously permitted the plaintiff to act upon the transaction and delivered all original documents, he cannot subsequently refuse to cooperate in completion of transfer formalities. The evidence further reveals that the plaintiff has already performed his obligations under the contract by paying the entire sale consideration. The only remaining act is completion of statutory formalities before the concerned RTO, which could not be completed due to non-cooperation on the part of Defendants No.1 and 2.

i) Though ordinarily specific performance in respect of movable property may not be granted where compensation is an adequate remedy, however, in the peculiar facts of the present case, the transaction already stands substantially performed. The plaintiff is already in possession of the vehicle and had purchased the same for earning his livelihood as a taxi. Therefore, mere monetary compensation cannot be regarded as an adequate substitute.

j) Accordingly, this Court holds that the plaintiff is entitled to decree

of specific performance thereby directing Defendants No.1 and 2 to cooperate in transfer of ownership of the vehicle in question in favour of the plaintiff and to provide OTP/authentication and execute all requisite documents required by the concerned RTO.

k) Further, Defendant No.3 is also liable to process and effect transfer of registration of the vehicle in favour of the plaintiff upon compliance of statutory formalities.

l) So far as relief regarding pending traffic challans is concerned, the plaintiff has specifically pleaded that the challans pertain to the period prior to the date of sale and delivery of the vehicle to the plaintiff. Defendants No.1 and 2 have failed to dispute the said assertion by leading any cogent evidence.

m) Accordingly, Defendants No.1 and 2 are liable to clear all challans and liabilities pertaining to the period prior to 03.04.2022.

n) The plaintiff has also claimed damages towards loss of earning at the rate of Rs.30,000/- per month. However, except bald assertion, no documentary evidence has been placed on record to establish the exact quantum of loss allegedly suffered by the plaintiff. No income proof, trip records, permit details, booking records or any other cogent material has been produced to quantify the damages claimed. It is settled law that damages cannot be granted merely on conjectures and surmises and the party claiming damages must establish the actual loss suffered by him through reliable evidence. In absence of any cogent evidence regarding actual loss of income, this Court is not inclined to grant the relief of damages as prayed for.

o) The plaintiff is admittedly in possession of the vehicle in question

and has established his lawful entitlement arising out of the transaction dated 03.04.2022. Accordingly, the plaintiff is also entitled to protection of his possession and interest in the vehicle. Defendants No.1 and 2 are therefore restrained from transferring, alienating or creating any third-party interest in the vehicle in question.

In view of the aforesaid discussion, all the points for determination are decided accordingly.

RELIEF

Accordingly, the suit of the plaintiff is partly decreed in the following terms:

- (1) A decree of specific performance is passed in favour of the plaintiff and against Defendants No.1 and 2 thereby directing them to perform all necessary acts, execute all requisite documents, provide OTP/authentication and cooperate with the plaintiff for transfer of registration of vehicle bearing No. DL1ZC3787, Maruti Swift Dzire Tour, in favour of the plaintiff.
- (2) Defendants No.1 and 2 are directed to appear before the concerned RTO, as and when required, for completion of transfer formalities.
- (3) Defendant No.3 is directed to process and effect transfer of registration of the aforesaid vehicle in favour of the plaintiff upon compliance of statutory requirements.
- (4) Defendants No.1 and 2 are directed to clear all traffic challans and liabilities pertaining to the period prior to 03.04.2022.
- (5) Defendants No.1 and 2 are permanently restrained from transferring, alienating or creating any third-party interest in the vehicle

bearing registration No. DL1ZC3787.

Cost of suit is also awarded in favour of plaintiff.

Decree sheet be prepared accordingly.

File be consigned to Record Room after due compliance.

Announced in the open
Court on 29.05.2026

(Hem Singh)
District Judge-01
(East)/KKD/Delhi