

12 CS 589/20 VIKRAM CHAUHAN

Vs. SUSHIL KR. SHUKLA

01.04.2025

Present : Sh. Sachin Sharma, Ld counsel for the plaintiff.

Sh. M.K. Sharma, Ld counsel for the defendant.

This is an application, moved by the plaintiff under Order 7 Rule 14, read with Section 151, CPC, seeking filing of original copy of Agreement, dated 02.07.2013, on the grounds, that the plaintiff filed incomplete copy of the above agreement at the time of filing the present suit, which fact came into his knowledge when the plaintiff was to tender his evidence, in the matter, revealing that the photocopy filed along with the plaint, was incomplete copy and could not be received in evidence and for placing on record the original, present application is required, although, the plaintiff seeks to place on record the original copy of the above Agreement, dated 02.07.2013, which is in his possession and inadvertently, he could not place on record the same earlier, under the impression that the true copy thereof have been placed on record with plaint, but the same did not find on record, therefore, the plaintiff seeks permission for placing on record the original copy of the Agreement, dated 02.07.2013, which is necessary and relevant to bring on Court record, as the same was actuated between the parties and will be helpful for the adjudication of the present suit and non-filing of the aforesaid original Agreement earlier, was neither intentional nor, deliberate, but were due to abovesaid reasons and in case, the same is not taken on record, the plaintiff may suffer irreparable loss or injury, while no prejudice would be caused to the defendant, if the same, is taken on record, on the other hand.

The document, now, sought to be produced in original, have been filed, in the Court along with list, on 30.01.2024, whereas,

the copy, as referred, in the forgoing paragraphs, was filed in the Court with list, on 04.11.2020.

It, further appears, that, on 29.09.2021, the Court has examined the plaintiff under Order 10, CPC, read with Section 165 of Evidence Act, 1872 and his examination reads as under:-

“CS 589/20

Vikram Chauhan vs. Sushil Kr. Rana

29.09.2021

Examination of plaintiff Sh. Vikram Chauhan S/o Sh. Tara Chand R/o H.No.14m, Jagatpuri, Delhi-110051 under Order 10 CPC r/w Section 165 of Evidence Act.

Without Oath

I had given the amount of Rs.5 Lakhs to the defendant in the year 2013 in cash at my residence. The stamp paper on which Ikrarnama dated 02.07.2013 is executed was purchased by the defendant. The said document was executed after I made the payment of Rs.5 Lakhs to the defendant. The said document was executed after 3-4 days of my making the payment. No assistance of any advocate was taken for the execution of said Ikrarnama. The defendant put his signature and right thumb impression before the typist. The defendant had undertaken that he would return the amount after he sells the plot. All the amount of Rs5 Lakhs which I had given to the defendant was with me.

--Sd--

RO&AC

(Vijay Kumar Jha)

Addl. District Judge-02 (East)

Karkardooma Courts/29/09/2021”

In reply, it, appears, that no reply, has, been filed, and the Order, dated 28.09.2024, inadvertently, mentions that the parties have already submitted written arguments, however, Sh. M.K.Sharma states that neither any formal reply, nor any written argument has been submitted, though, the application cannot be allowed, as it mentions no reason for non-filing of the document, now, sought to be placed on record under the present application and mere mentioning of inadvertence, cannot be countenanced by this Court, as a ground to allow the

application. Furthermore, the document, is not a genuine one and in any case, the copy of the same document has already been filed with the suit, which is refuted by Sh. Sachin Sharma.

It, further appears, that the plaintiff, has, also submitted, written arguments with explanation, that at the time of advancement of the loan of Rs.5 lakhs, to the defendant, an Agreement, dated 02.07.2013, was executed with the parties and at the time of the execution of the said Agreement, the plaintiff did photocopy of the said Agreement and kept the same with him, which was filed with the plaint, as incomplete copy, and it is worthwhile to note the circumstances, wherein, photocopy remained incomplete, is to mention that both the parties after entering into the Agreement went to the shop of Mr. Imran, located at A-56, Jitar Nagar, Parwana Road, Jagatpuri, Delhi and stated entire facts of the sale deed. The said Agreement, dated 02.07.2013, was shown to Mr. Imran and offered him to become witness to the Agreement. Mr. Imran accepted request of both the parties and appended his signature, as witness, to the Agreement, dated 02.07.2013, in presence of both the parties and has, already, filed his affidavit, in evidence to prove the genuineness of the said Agreement and it was due to the inadvertence that the plaintiff filed incomplete copy of the agreement, which was the photocopy done, before signature of the witness, namely, Sh. Imran S/o Sh. Saleem Ahmad, R/o A-1/2, Block-8, Gali No.3, Near Jagatpuri Police Station, New Brij Puri, Delhi, though, the contents of the agreement and signature over by both the parties, are same in the original, as well as, its photocopy.

I have heard arguments by the Ld. Counsels of the parties and perused the record, carefully, and it, appears, that the issues, in the case, were framed on 29.09.2021 and the matter was first listed for

leading PE on 17.07.2023 and it was on 04.10.2023 that the tendering of the original copy of the agreement, dated 02.07.2013 was objected, on the ground, that the copy placed on the record does not bear the signature of any of the witness at the places, earmarked for such signature/(s), but the original agreement, is showing the signature at the place, given for signature of the witness on upper side, thus, divulging a discrepancy in both the documents, in the original, as well as, the copy and there upon the present application, moved on 30.01.2024, by the plaintiff to cover up.

It is to be noted that the PE, in the case, has yet to begin and it would not be unjust, if the Court allows the plaintiff to place original of the aforesaid Agreement, dated 02.07.2013, on record, at this stage, that too, so belatedly, yet, compensating the defendant, in terms of costs, for the reasons, that whatever legal implications, of the document, are, they have to be allowed, to come on record for their true legal effects and no prejudice shall be caused to the defendant, as he will get a fair opportunity to rebut/disprove the document/contents and further to take appropriate steps, in this respect, hence, the application stands allowed subject to cost of Rs. 500/- which is paid and document is on record, now.

The application stands disposed off in above terms.

To come up for RPE on **09.07.2025** in the matter. Advance copies of the affidavits of PWs be supplied to the other side, against receipt and at least 15 days before the NDOH. PWs shall be present on the NDOH.

(Sanatan Prasad)
District Judge-02 (East)
Karkardooma Courts/Delhi/01.04.2025