

16.04.2026

Present: Ld. counsel for plaintiff with plaintiff.
Ld. counsel for defendant.

IA no. 2/26 (plaintiff's application u/s 39(1) & 72 of BSA, 2023 r/w Sec. 151 CPC for forensic examination of documents.

1. Reply filed. Copy supplied.
2. Plaintiff wants that certain documents detailed in para 2 of the application be sent for forensic examination as the same were never executed by him in favour of Usha Negi (wife of defendant).
3. Before coming to the facts necessary for the adjudication of the application, I may note that this application came to be filed after the matter was posted for final arguments.
4. Plaintiff has set up a suit claiming that initially he purchased the suit property from Usha Negi by way of GPA, agreement to sell etc dated 09.03.2004. Eventually, as per plaintiff, in 2017, plaintiff was approached by defendant (husband of Usha Negi) and Usha Negi to lease out the same property on rent. Thus, as per plaintiff, he leased out the same property to defendant by virtue of a registered rent agreement dated 09.08.2017 (registered on 14.08.2017) for a period of three years.
5. Plaintiff claims that initially the rent was paid under the above agreement. But, after the expiry of the above agreement, another agreement was entered between plaintiff and defendant on

23.07.2020 which was not honoured. Plaintiff claims that rent is due under the said agreement and he eventually terminated the tenancy. Thus, plaintiff has sued the defendant on the strength of the above agreement for possession, arrears of rent etc.

6. On the other hand, defendant has asserted that his wife Usha Negi is the original owner of the suit property which she initially purchased from one Prem Singh Mehra in 2003. It is claimed that even though the GPA, agreement to sell etc dated 09.03.2004 were executed by Usha Negi in favour of plaintiff, plaintiff had eventually sold the suit property to Usha Negi by virtue of GPA, agreement to sell etc dated 28.05.2010. Defendant claims that since 2003 to till date, Usha Negi i.e. wife of defendant has occupied the suit property as its owner; that he never executed any rent agreement in favour of plaintiff and that plaintiff is a money lender who is now trying to evict the defendant and his family on the basis of forged documents.
7. This brings me to the application in hand. Counsel for plaintiff wants that the documents Ex.DW1/C (colly.) (which are in the nature of GPA, agreement to sell etc along with a *girwinaama* Ex.PW1/D1 dated 15.03.2004 and *kirayanaama* Ex.PW1/D2, also dated 15.03.2004 should be sent for FSL examination. It is the contention of the plaintiff that defendant is resisting this suit *inter alia* on the ground that there was a loan transaction between Usha Negi and plaintiff (which is evidenced by Ex.PW1/D1 and Ex.PW1/D2). The other contention of defendant is that plaintiff himself executed documents Ex.DW1/C (colly.) by which plaintiff sold the property to Usha Negi. Counsel for plaintiff argued that both propositions are false and if the above documents are sent for FSL examination, the

fact that plaintiff never signed the above documents would come to fore.

8. The application is opposed by counsel for defendant *inter alia* as an attempt to delay the present proceedings. It was argued by counsel for defendant that plaintiff was aware about the defence taken by defendant and if plaintiff wanted to disprove any of the documents relied upon by the defendant, the present prayer should have been made at the stage of plaintiff's evidence and not after the evidence was closed in the matter and the matter was fixed for final arguments.
9. I have given thoughtful consideration to the rival arguments of the parties and have gone through the entire record.
10. I may note that plaintiff herein has sued defendant simply on landlord-tenant relationship with he specifically relying upon a rent agreement Ex.PW1/3. This rent agreement is dated 23.07.2020 and is stated to be between plaintiff and defendant.
11. Now, plaintiff asserts his right to give the suit property on rent on the basis of documents in the nature of GPA, agreement to sell/Will etc dated 09.03.2004. The said documents have been admitted by defendant to have been executed by Usha Negi. Though, as per defendant, with the execution of the same, no possession of the property was given to plaintiff.
12. Thus, the entire case of the plaintiff shall turn on the interpretation as to whether the documents dated 09.03.2004 (given Mark A and admitted by defendant to have been executed by his wife Usha Negi) could or could not give any right, title or interest in the suit property

which shall then empower the plaintiff to induct defendant as tenant in the property by virtue of rent agreement Ex.PW1/2 and Ex.PW1/3.

13.If the said Mark A dated 09.03.2004 could not give any right, title or interest to the plaintiff, the question of he being empowered to induct defendant as a tenant shall not arise.

14.Thus, the real controversy in this case revolves around Mark A and not around the fact that plaintiff actually executed documents Ex.DW1/C or Ex.PW1/D1 or Ex.PW1/D2. Even though defendant claims that plaintiff executed the said documents in favour of his wife Usha Negi (which is being disputed by plaintiff), the controversy at hand shall turn on the interpretation of Mark A and no further. The title of the property, as per plaintiff's own case, stems from Mark A and the real controversy shall be adjudicated on the interpretation of the said document only.

15.I may note that parties have neither pressed nor sought any issue to be framed in this suit qua Ex.DW1/C at all. At no point of time, plaintiff pressed the court for framing of issue on the point that he never executed the said document.

16.Even though Ex.PW1/D1 and Ex.PW1/D2 were produced during cross-examination of plaintiff, defendant never filed these documents with his written statement. Thus, today defendant cannot rely upon the said documents to claim that the said documents would show any loan transaction *interse* plaintiff and Usha Negi.

17.Thus, if I keep in mind the fact that entire controversy shall be adjudicated on the interpretation of Mark A; and keep in mind the observations made in para 15 and 16 above, in my humble opinion,

no purpose shall be served by sending the said documents for FSL examination. This shall only delay the adjudication of the case. This is when, the outcome of the case shall not be dependent on the fact that the said documents were or were not executed by plaintiff. Thus, there is no need to send Ex.DW1/C or Ex.PW1/D1 or Ex.PW1/D2 for FSL examination. Application is accordingly dismissed.

18.List for final arguments on 29.04.2026.

AASHISH GUPTA
DJ-01/NE/KKD/DELHI
16.04.2026