

IN THE COURT OF AASHISH GUPTA,
DISTRICT JUDGE-01, NORTH EAST, KARKARDOOMA
COURTS: DELHI

CS No. 254/24
CNR No. DLNE010021912024

In the matter of :-

Jaan Mohammad
S/o Late Basheer Ahmad
R/o H.No. 1025, Gali No. 18,
Ziauddin Pur, Mustafabad,
Delhi-110094

.....Plaintiff

Versus

1. Hasim S/o Chhunan

2. Qadir S/o Chhunan

Both R/o H.No. 1026,
Gali No. 18, Ziauddin Pur,
Mustafabad, Delhi-110094

3. Shaqeel
C/o Hasim S/o Chhunan

..... Defendants

Date of institution : 21.06.2024
Arguments heard on : 27.04.2026
Date of Judgment : 28.04.2026

JUDGMENT

Plaintiff's claim

1. **Brief facts:** Plaintiff has sued defendants seeking Rs. 6 lac as damages with pendente lite and future interest @ 18 %

per annum from the date of filing of this suit.

2. It is plaintiff's case that defendants had stored some old and new batteries and plastic drums containing liquid chemical inside their shop and on the terrace of the said shop.
3. Plaintiff's shop is stated to be adjacent to the said shop of the defendants where plaintiff is running a grocery shop. It is his case that a fire broke out in his shop leading to injuries to various individuals and his goods lying in the shop were burnt. As per plaintiff, the fire was a result of the negligence of defendants qua the articles stored in the shop of the defendants (with all defendants running it in partnership) and thus, he is before this Court seeking the above described damages.

Defendants' claim

4. Defendants have preferred a joint written statement denying storage of any old/new batteries or plastic drums containing chemicals. It is claimed that D-1 has given a shop on rent to D-3 where he works as a junk dealer. In the same property, family of D-1 is also stated to be residing.
5. Defendants admit that due to some *sparking* in an electric pole outside the shop of D-3, a fire incident took place in which articles lying in the shop of D-3 were burnt. Family members of D-1 were also burnt in the incident.
6. It is specifically claimed that the shop of plaintiff is not adjacent to that of D-3 and in between, a tailoring shop of

D-1 is located which did not suffer any fire. It is claimed that there was no negligence on the part of the defendants which resulted in any loss to plaintiff. It is their case that if any articles stored in the shop of D-3 was responsible for the fire, the goods lying in shop of D-1 (which is in between D-3's shop and plaintiff's shop) would also have suffered damage.

7. They also deny any partnership *inter se* between them and it is claimed that D-3 was the tenant of D-1 and the fire was not a result of any negligence of either of the defendants. It is also claimed that D-2 is not a necessary party to the litigation.

Issues framed:

8. After completion of pleadings, following issues were framed vide order dated 16.04.2025.

Issue No.	Issues framed
(i)	<i>Whether the plaintiff is entitled to a money decree as prayed for in prayer 1? OPP</i>
(ii)	<i>Relief.</i>

9. To prove his case, plaintiff led evidence detailed below:-

S.No.	Particulars of witness	Nature of witness and documents relied.
1.	PW-1/Jaan Mohammad	Plaintiff herein. He filed his affidavit in evidence Ex. PW1/A. He relied upon the following documents:- 1. Copy of application to District Magistrate through speed post dated 02.05.2024 - Ex.PW1/1.

		<p>2. Copy of legal notice through speed post, regd Ad and courier on 14.05.2024 - Ex. PW1/2 (colly).</p> <p>3. Copy of legal notice dated 04.07.2024 alongwith receipts and tracking report - Ex.PW1/3 (colly).</p> <p>4. Copy of FIR No. 265/2024 PS Dayalpur U/S 285/336/337 IPC - Ex. PW1/4.</p> <p>5. Photographs of shop in burnt/damaged condition - Ex. PW1/5 (colly).</p> <p>6. Copy of Aadhar Card - Ex.PW1/6 (OSR).</p>
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10. Plaintiff was duly cross-examined by Ld. Counsel for defendant.
11. In their defence, D-1/Hasim and D-3/Shakil stepped in the witness box as DW-1 and DW-2. They tendered their evidence by way of affidavit Ex.DW1/A and Ex. DW2/A. DW-2 also relied upon a site plan Ex. DW2/1 wherein it is seen that the shop of plaintiff is not adjacent to the shop of D-3. In between the two shops, there is a passage and shop of D-1.
12. Defendants were duly cross-examined by Ld. Counsel for plaintiff.
13. I have heard arguments advanced by Ld Counsels for both the parties and have carefully perused the records.

Analysis and findings:

14. Based on the evidence led before this court, the issue-wise

finding in the matter is as under.

Issue No.	Issues framed
(i)	<i>Whether the plaintiff is entitled to a money decree as prayed for in prayer 1? OPP</i>

15. Plaintiff, in order to prove his case, stepped in the witness box as PW-1 and has filed his affidavit in evidence as Ex. PW1/A. The entire case of the plaintiff is that purportedly, defendants stored some chemicals and batteries in their shop; which were negligently stored leading to a massive fire resulting in articles of plaintiff being burnt. In the entire affidavit in evidence, plaintiff has not whispered a single word alleging any negligence on the part of either of the defendants. His entire evidence simply claims that his suit should be read as forming part of his testimony. This submission cannot be read as testimony of plaintiff to award any damages to him. Plaintiff should have asserted the specific facts in his affidavit in evidence which would form basis of his claim before this Court. His simplicitor averment that his plaint be read in evidence is not sufficient compliance of the provisions of CPC. Under Order XIX Rule 6 CPC, specific rule has been given of the format and the requirements of an affidavit in evidence. Under the said Rule, deponent is required to give a chronological sequence of dates and events and affidavit should clearly state the statements which are as per deponents own knowledge. In the present case, plaintiff does not say a single fact qua purported negligence of the

defendants or what forms basis of his statement contained in his affidavit in evidence.

16. Even though plaintiff has set up a case that defendants were purportedly storing batteries/chemicals in the shop in question, he does not say this fact in his affidavit in evidence Ex. PW1/A. Even if this fact is read from his plaint (though impermissible), the statement is bald and vague. It is pertinent to note that during course of arguments, plaintiff admitted before this Court that his shop is not adjacent to that of D-3; with their being another shop and a passage in between. This fact is also evident from the site plan Ex. DW2/1 placed on record by D-3 and also from the photograph Ex.PW1/D1 (which was admitted by plaintiff during his cross-examination). This means that the claim of the plaintiff that his shop is adjacent to that of D-3 (where the fire purportedly began) is an incorrect claim made by plaintiff.
17. I may note that defendants in their evidence claim that the fire began on an electric pole located outside the shop of D-3. How and why the said fire began is not clear from the record. It is plaintiff's case that after the fire began, chemicals being stored in the shop of D-3 and on its terrace led to its spread and eventual burning down of articles stored in the shop of plaintiff. But, as noted above, there is no evidence on record like an FSL report to suggest that the fire was a result of any chemicals stored in the shop being run by D-3 or any such chemicals were

stored there.

18. There is no evidence on record to show that the fire which purportedly led to any destruction of goods of the plaintiff was a result of any negligence on the part of the defendants. If that be the case, under torts, no damages can be awarded to the plaintiff without he demonstrating that there was any nexus between the fire and the defendants. Only if plaintiff could have proved on record that the fire was a result of some negligent act or omission on the part of defendants, could possibly plaintiff pray for damages under torts. That is not the case herein.
19. Thus, plaintiff has failed to discharge the burden of proof qua the issue under consideration. It is accordingly decided against the plaintiff. As a consequence, the suit fails. It is dismissed.
20. No order as to costs.
21. Let a decree sheet be prepared.

Announced in the open court
on 28.04.2026

Aashish Gupta
District Judge-01, North-East
KKD Courts, Delhi