

**IN THE COURT OF SHRI SANJAY SHARMA-I:  
PRINCIPAL DISTRICT & SESSIONS JUDGE,  
NORTH-EAST DISTRICT, KARKARDOOMA COURTS,  
DELHI.**

CS No.445/2024  
CNR No.DLNE01-003761-2024

**Sh. Shuaib Alam**  
S/o Rashid Ahmed  
R/o H. No.1064,  
Street No.18/5,  
Block E-2, Nehru Vihar,  
Delhi.

..... Plaintiff

**Versus**

1.Smt. Imrana  
W/o Sh.Naushad Ali

2.Sh. Naushad Ali  
S/o Late Sh. Salim @ Mangta

Both Residents of  
Left side flat 1<sup>st</sup> Floor,  
H. No.E-2/675,  
Ansari Manjil, Street No.13,  
Nehru Vihar, Delhi-110094.

.... Defendants

<i>Date of institution of case</i>	:	<i>16.12.2024</i>
<i>Date of reserving judgment</i>	:	<i>12.02.2026</i>
<i>Date of decision</i>	:	<i>14.03.2026</i>

**JUDGMENT:**

The present suit has been filed by Sh.Shuaib Alam

(hereinafter referred to as plaintiff) under Order XXXVII of Code of Civil Procedure, 1908 against Smt. Imrana and Naushad (hereinafter referred to as defendant no.1 and 2 respectively), who are husband-wife, seeking recovery of Rs.5,00,000/- along with pendentelite and future interest @ 18% per annum w.e.f 08.08.2024 till realization of decretal amount

2. The case of the plaintiff, in brief, is that in the month of July, 2024, plaintiff, who was in search of a flat for residential purpose, met property dealers namely Mohd. Nisar and Mehboob Ali, who informed him that a Left side flat on first floor of House No. E-2/675, Ansari Manjil, Street No.13, Nehru Vihar, Delhi-110094, out of Khasra No.322, belonging to defendant no.1, was available for sale. The aforesaid flat was shown to plaintiff by both the property dealers.

2.1 On 08.08.2024, in the evening time, defendants along with both property dealers came in the office of the plaintiff and defendants agreed to sell the aforesaid flat to the plaintiff for a consideration of Rs.17,25,000/-. An agreement dated 08.08.2024 was executed between plaintiff and defendant no.1. Plaintiff paid an amount of Rs.2,50,000/- as token money/*bayana* to defendants, who provided copy of GPA, Sale Agreement, Will Deed, Possession Letter, Payment Receipt and Affidavit in respect of said flat to the plaintiff in the presence of two Advocates namely, Hafiz Mohd. Rizwan and Mohd. Junaid, one Mohd. Intekhab and two property dealers (as mentioned above). Vide agreement dated

08.08.2024, it was agreed between the parties that in case defendants failed to execute or back out from the terms of said agreement, they shall pay double of the amount received from the plaintiff by 25.10.2024.

2.3. On 08.10.2024, plaintiff gave Rs.1,00,000/- to property dealer Mehboob Ali as he had made payment of Rs.1,00,000/- to defendants on behalf of his behalf on 01.10.2024. The plaintiff visited the Office of Sub Registrar, Seelampur a number of times for execution of relevant documents. However, defendants did not turn up there on one pretext or the other. On 07.11.2024, plaintiff visited the office of aforesaid property dealers, where he came to know that both the defendants are no more interested in selling the said flat to plaintiff and would return double of amount paid by plaintiff i.e. Rs.7,00,000/-.

2.4. On 20.11.2024, a meeting was held at the house of one Master Ji, who was a Partner of property dealers, where both the defendants tried to pay Rs.2,00,000/- to plaintiff, who refused to accept the same stating that he would not receive part payment and would accept only entire payment of Rs.7,00,000/-. However, on 27.11.2024, on persuasion of property dealer Mehboob Ali, plaintiff agreed to receive Rs.2,00,000/- as part payment towards double of penalty amount payable after cancellation of deal. However, defendants failed to return balance amount of Rs.5,00,000/- to the plaintiff despite his repeated requests. Being aggrieved with the same, plaintiff filed the present suit under Order

XVII Rule of CPC for recovery of Rs.5,00,000/- against defendants along with interest @ 18% per annum w.e.f 08.08.2024 till the realization of the decretal amount.

3. Vide order dated 04.03.2025, the present suit was ordered to be treated as an ordinary suit instead of suit under Order XXXVII CPC as prayed by the plaintiff vide his separate statement of even date.

4. Summons for settlement of issues were sent to defendants on 04.03.2025. On the next date i.e. 29.04.2025, on joint request of the parties, matter was referred to Mediation Centre for settlement. However, on 29.05.2025, matter was returned back from the Mediation Centre as the same could not be settled. Hence, the matter was fixed for filing of written statement by defendants for 29.05.2025. As the defendants failed to file written statement within stipulated period, hence, their opportunity to file written statement was closed and defendants were proceeded ex-parte vide order dated 17.07.2025 and the matter was fixed for ex-parte plaintiff's evidence.

5. Affidavit of plaintiff Shuaib Alam was filed in ex-parte evidence as Ex.PW1/A in which he proved following documents:

- (i) Original agreement dated 08.08.2024 as Ex.PW1/1.
- (ii) Copy of GPA bunch dated 11.09.2021(colly) as Mark PW1/2.
- iii) Original GPA bunch dated 10.10.2024

(colly) as Ex.PW1/3.

iv) Original receipt issued by office of Sub Registrar IV, Seelampur, Delhi as Ex.PW1/4.

v) Copy of complaint dated 07.11.2024 as Mark PW1/5.

vi) Original site plan as Ex. PW1/6.

In this affidavit, plaintiff reiterated and reaffirmed his averments made in the plaint.

**6.** PW2 Hafiz Mohd., PW3 Mohd. Junaid and PW4 Mohd. Nisar tendered their evidence by way of their respective affidavits Ex.PW2/A, Ex.PW3/A and Ex. PW4/A respectively wherein they reiterated averments of the plaintiff. Thereafter, vide order dated 28.01.2026, ex-parte PE was closed and case was fixed for ex-parte final arguments.

**7.** I have heard ex-parte final argument on behalf of plaintiff. I have perused the pleadings and documents filed on record.

**8.** The plaintiff has claimed that in the month of July, 2024, he met property dealer namely, Mohd. Nisar and Mehboob Ali, who showed him a left side flat on the first floor of House No. E-2/675, Ansari Manjil, Street No.13, Nehru Vihar, Delhi-110094, out of Khasra No.322, belonging to defendant no.1 and 2, as plaintiff was looking for a flat for residential purpose. The plaintiff has further claimed that both the defendants agreed to sell the

aforesaid flat to him for a consideration of Rs.17,25,000/- and an agreement dated 08.08.2024 Ex.PW1/1 was executed between plaintiff and defendant no.1 to this effect. Plaintiff paid Rs.2,50,000/- in cash as token money/*bayana* to defendants. Later, he also paid Rs. One lakh to them (total Rs. 3.5 lakhs). It was agreed between the plaintiff and defendants vide agreement dated 08.08.2024 Ex.PW1/1 that if defendants failed to execute or back out from the terms of said agreement, defendants shall pay double of the token/*bayana* amount to the plaintiff. The plaintiff has further claimed that he visited the office of concerned Sub-Registrar a number of times, but defendants failed to turn up there for execution of documents. Later on plaintiff came to know that defendants were no more interested in selling the flat in question. However, they were ready to return Rs.7,00,000/- i.e. double of amount received by them from the plaintiff. Plaintiff has further claimed that he only received Rs.2,00,000/- from defendants as part payment. Hence, plaintiff has claimed that he is entitled to receive the remaining amount of Rs.5,00,000/- from defendant along with *pendent elite* and future interest @ 18% per annum.

9. On the basis of unimpeached evidence and documents on record, it is proved on record that plaintiff made payment of Rs.2,50,000/- to defendant no.1 Ms. Imrana, who is wife of defendant no.2 Naushad, towards purchase of Left side flat on first floor of House No. E-2/675, Ansari Manjil, Street No.13, Nehru

Vihar, Delhi-110094, out of Khasra No.322, belonging to defendant no.1. This fact is mentioned in the agreement dated 08.08.2024, besides receiving of additional payment of Rs.1,00,000/- by defendant no.1 from plaintiff on 01.10.2024.

**10.** In the plaint, plaintiff has claimed interest @ 18 % per annum w.e.f. 08.08.2024. The plaintiff has claimed interest @ 18% per annum without any stipulation in respect of payment of interest. Hence, same appears to be unilateral and, thus, cannot be allowed. However, keeping in view the facts of the present case, interest @ 8% per annum from the date of filing of suit till realization of the decretal amount is allowed.

**11.** In view of above, the suit of the plaintiff is decreed in his favour and against the defendants who are directed to pay to the plaintiff a sum of Rs.5,00,000/-. The plaintiff is also awarded interest @ 8% per annum from the date of filing of the suit till realization of the decretal amount.

**12.** Decree sheet be drawn accordingly. Costs of the suit are also awarded to the plaintiff.

File be consigned to Record Room.

*Announced in the open Court  
on 14<sup>th</sup> day of March 2026*

**(SANJAY SHARMA-I)  
(PRINCIPAL DISTRICT & SESSIONS JUDGE)  
NORTH EAST DISTRICT  
KARKARDOOMA COURTS, DELHI**