

Krishna Devi Vs. Rajinder Kumar

16.11.2022

Present: Mr. Amit Rana, Ld. Counsel for the plaintiff.
Mr. Sunil Dutt Dixit, Ld. Counsel for the defendant along
with defendant in person.

Matter is at the stage of arguments on the application of the
plaintiff under Order 7 Rule 14 CPC.

Reply to the application of the plaintiff under Order 7 Rule
14 CPC filed on behalf of defendant. Copy supplied.

Arguments heard on the application of the plaintiff under
Order 7 Rule 14 CPC.

Ld. Counsel for the plaintiff seeks to place on record a rent
agreement dated 28.01.2006 executed by the husband of the plaintiff in
favour of Sh. Rakesh Kumar who happens to be one of the witness in the
present case. Ld. Counsel for the plaintiff has stated that this rent
agreement was not in the power and possession of the plaintiff at the
time of filing of the suit and in fact, the same was obtained from the
witness Sh. Rakesh Kumar. He further submits that by way of this rent
agreement, he wants to prove that the witness Sh. Rakesh Kumar was
paying a rent of Rs. 2,000/- for 50 sq. yards of property which is a part of
the suit property in 2006 and whereas the defendant in the present case is
alleging that he was inducted as a tenant @ rent of Rs. 1500/- for 250 sq.
yards which is also the part and parcel of the property in question.

Contd.....

Per contra, Ld. Counsel for the defendant has argued that this document could have been produced much earlier and the plaintiff has deliberately adduced this document at this belated stage. He also submits that the rent agreement is an unregistered and unwitnessed document and the same does not even bear the endorsement of the alleged notary public to the effect that it was executed before him, it does not bear signature of party on every page. Ld. Counsel for the defendant further argues that the application of the plaintiff is silent upon the fact as to when exactly the plaintiff came in power and possession of this document. Ld. Counsel for the defendant has argued that the 250 sq. yards which he is possessing is a vacant land whereas the 50 sq. yards possessed by the witness is constructed.

In rebuttal, Ld. Counsel for the plaintiff submits that he came to know about the said rent agreement only at the time when the witness was called for drafting of evidence by way of affidavit.

Heard.

In view of the submissions made and in the interest of justice as well as for just decision in the present case, the application of the plaintiff is allowed and the rent agreement is taken on record.

Be put up for PE on **07.02.2023**.

Shivali Bansal
ADJ-03, Rohini Courts
North District, Delhi
16.11.2022