

NANAK RAM SANGHI Vs. MUKESH SANGHI

07.09.2026

Present : Sh. Rishabh Khurana, Ld. Counsel for plaintiff.  
Sh. Sandeep Chauhan, Ld. Counsel for defendant no.1 & 2.  
Sh. Kamal Mehta, Ld. Counsel for defendant no. 3 through VC.  
Sh. S.K. Tuli, Ld. Counsel for defendant no. 4.

Today the matter was fixed for arguments on application u/o 7 rule 11 CPC moved on behalf of defendant no. 1 & 2.

Reply on the above said application filed by plaintiff.  
Copy supplied.

Regarding application u/o 7 rule 11 CPC, Ld. Counsel for defendant no. 1 & 2 submits that present suit is not maintainable before this court as the suit is of commercial nature. Ld. Counsel submits that as per plaint, the shares of plaintiff were dematerialized by sale through defendant no. 3 & 4. Ld. Counsel also submits that the defendant no. 3 & 4 are within the definition of merchants as they deal in sale & purchase of shares. He further submits that transaction in between plaintiff and defendant no. 3 & 4 was of commercial nature and thus the present suit is also of commercial nature.

Per contra, Ld. counsel for plaintiff submits that it is not the case of plaintiff that he did any transaction with the defendant no.3 & 4, rather the case of plaintiff is that through a forged transaction

Contd..2/-

(2)

done by defendant no. 1 & 2, the shares of plaintiff were dematerialized through sale by defendant no. 3 & 4. He also submits that it is a case of forgery with plaintiff and there is no commercial transaction existing in between plaintiff and defendants.

Heard. Record perused.

It is established principle of law that for consideration of suit u/o 7 rule 11 CPC, only the plaint is considerable. As per plaint, the defendant no. 1 & 2 fraudulently sold the equity shares of plaintiff worth Rs. 50 Lakhs by impersonating the plaintiff and forging the signatures of plaintiff. In the plaint, the plaintiff has nowhere mentioned that regarding this particular sale of equity shares he ever did any transaction through defendant no. 3 & 4. The case of plaintiff is that cheating has been done with him by forging his signatures and also by impersonating him.

In these circumstances, there is no commercial transaction in between plaintiff and defendant no. 3 & 4. Thus, there is no question of present suit being of commercial nature.

**Accordingly, the present application u/o 7 rule 11 CPC dated 15.04.2026 moved by defendant no. 1 & 2 stands dismissed.**

Put up for PE on **02.11.2026**.

Plaintiff is directed to supply copy of affidavit of evidence in advance to defendants.

(AMIT SAHRAWAT)  
DISTRICT JUDGE-02/NORTH/ROHINI  
DELHI/07.09.2026