

**IN THE COURT OF DISTRICT JUDGE-02
SOUTH-EAST DISTRICT, SAKET: NEW DELHI**

CS DJ No.30/2020

Sonia Arora

.....Plaintiff

versus

Joel Fegradoe

.....Defendant

**ORDER
26.05.2026**

This order shall decide an application under Order 18 Rule 4(1B) CPC filed by the plaintiff for leading additional evidence.

2. Defendant filed reply to the aforesaid application.

3. I heard arguments advanced by Sh. Gurdeep Chauhan, learned counsel for plaintiff and Sh. Amol Shirolkar and Sh. Varnik Kundaliya, learned counsels for defendant and perused the material available on record.

4. Present is a suit for recovery of Rs.12,12,078/- with interest filed by the plaintiff against the defendant.

5. The suit is at the stage of final arguments.

6. As per the said application, plaintiff contended that the defendant took money on loan from the plaintiff to expand his business 'Find Locales' in North India (Mohali & Chandigarh) and promised the plaintiff to repay the loan amount alongwith interest. However, the defendant stated that the business 'Find Locales' belonged to the plaintiff.

7. Further, the defendant for expanding the said business had taken an office bearing Cabin no.8B, E55, Phase 8, Mohali, Industrial Area, Punjab on rent and a Commercial Tenancy Agreement dated 10.04.2016 was executed between Find Locales Online Services Pvt. Ltd. and Ruhaan Infotech Infra. The said agreement was signed by the defendant on behalf of Find Locales Online Services Pvt. Ltd. and by one Mr. Upinder Pal Singh on behalf of Ruhaan Infotech Infra. The said agreement was signed and executed in front of Mr. Sumet Singh, older brother of Mr. Upinder Pal Singh and Mr. Sumet Singh is currently in possession of the original agreement.

8. Further, plaintiff could establish contact with Mr. Sumet Singh in June, 2024 and requested him to provide the said agreement which took some time for Mr. Sumet Singh to locate and he was able to find the original agreement only in January, 2025. Therefore, the plaintiff wishes to call Mr. Sumet Singh to prove that the said business 'Find Locales Online Services Pvt. Ltd.' belonged to the defendant, for which, she had given money as a loan to the defendant.

9. In Reply, the defendant submitted that the aforesaid application has been filed by the plaintiff in order to delay the proceedings of the present suit. Further, the fact regarding the said agreement was neither pleaded by the plaintiff nor Mr. Sumet Singh was added to the list of witnesses. Further, both the parties had led evidence and as such, the plaintiff had several opportunities to lead additional evidence which she failed to do. Further, the application filed by the plaintiff is an afterthought in

order to fill in the lacuna in her case and thus, the application deserves dismissal.

10. Apparently, the application under consideration has been filed by the plaintiff under Order 18 Rule 4(1B) of CPC which is applicable in suit in respect of a commercial dispute of a Specified Value before the Commercial Court which should have been moved under Order 16 Rule (1) (2) CPC in the present suit.

11. Even otherwise, the proposed witness Mr. Sumet Singh who is stated to be in possession of the original agreement, was admittedly not a party to the said agreement and therefore, even if he is summoned as a witness, he cannot prove the said agreement as per law.

12. As observed earlier, the suit is at the stage of final arguments which will be decided after appreciation of evidence led by both the parties. No purpose will be served if Mr. Sumet Singh is summoned and is allowed to be examined by the plaintiff for the said purpose.

13. The application is accordingly not meritorious and is dismissed.

14. The present application is accordingly disposed off.

**[Kuldeep Narayan]
District Judge – 02
South-East District,
Saket Courts, Delhi
26.05.2026/sk**