

MOHD ZAHID Vs. I AND S Buildtech Pvt. Ltd.

20.07.2026

Present: Sh. Mukul Kumar and Sh. Anil Kumar, Ld. Counsels for the plaintiff alongwith plaintiff.
Sh. Deepak Sharma, Ld. Counsel for the defendant.

I. A. No.01/26

Reply filed on behalf of plaintiff to the application U/o 7 Rule 11 CPC. Copy supplied.

Arguments heard on the application U/o 7 Rule 11 CPC from both the sides.

Ld. Counsel for defendant submits that the defendant neither works nor having any residence within the territorial jurisdiction of this Court and even as per the admissions of the plaintiff, the plaintiff has given the money of Rs.4 lakhs to the defendant for purchasing the property in the name of his wife.

However, Ld. Counsel for plaintiff submits that in Para 2 of the plaint, the plaintiff has specifically mentioned that the representative of the defendant namely Sh. Shivam had visited the house of the plaintiff (which is within the territorial jurisdiction of this Court) and received the cash amount of Rs.4 lakhs from the plaintiff, which is also admitted by the defendant, and no agreement to sell was ever executed between the wife of the plaintiff and the defendant, and therefore the plaintiff has all rights to recover the amount from the defendant.

On the other hand, Ld. Counsel for defendant submits that the plaintiff has filed the receipt of Rs.4 lakhs issued by the defendant in the name of wife of the plaintiff, which

shows that the plaintiff is not privy to the contract between the defendant and wife of the plaintiff.

Ld. Counsel for plaintiff undertakes to implead his wife as well as co-plaintiff in the present suit and seeks time to make amendment in this regard.

The application U/o 7 Rule 11 CPC stands disposed of in above mentioned terms.

Put up for further proceedings on 12.10.2026.

(Ankur Jain-II)
DJ-02, SHD District
KKD/Delhi 20.07.2026