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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **CS(OS) 426/2017**  
**SATISH KUMAR @ SATISH GOYAL** ..... Plaintiff  
Represented by: **Mr. V.K. Jain, Adv.**

versus

**LATA JAIN & ORS.** ..... Defendant  
Represented by: **Mr. Sanjeet Singh, Mr. Anish Sethi,**  
**Advs. for D-1 to 5.**  
**Mr. Chandra Shekhar, Mr. Prashant**  
**Shekhar, Advs. for D-6.**  
**Mr. Mukul Rawal, Adv. for D-7.**  
**Mr. B.S. Mathur, Mr. Mohit Gulati,**  
**Advs. for D-9, 10 & 11.**

**CORAM:**  
**HON'BLE MS. JUSTICE MUKTA GUPTA**

**ORDER**  
**16.12.2019**

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1. Suit is listed for settling the issues.
2. Learned counsel for the defendant No.1 to 5 states that the suit is liable to be dismissed for want of cause of action and non-joinder of necessary parties.
3. Case of learned counsel for the defendant No.1 to 5 is that as per the own showing based on the documents of the plaintiff, the agreement to sell was not signed by the plaintiff and the party who signed the agreement to sell is not impleaded as a plaintiff or defendant. Further all the parties to the so-called agreement to sell have also not been impleaded.

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4. Learned counsel for the defendant No.1 to 5 further claims that admittedly in the agreement to sell it was noted that the lease deed of the property had expired, the property was in possession of the SDM Roorkee and it was agreed to be sold on as is where is basis.
5. Learned counsel for the plaintiff submits that he will implead Pritpal Singh, signatory to the agreement to sell as a plaintiff and also that with regard to the Maheshwari family with whom also agreement to sell has been entered into a decree has been passed in favour of the plaintiff for recovery of the money by a Coordinate Bench of this Court. He seeks leave to place the same on record. Copy of the same be placed on record.
6. List on 19<sup>th</sup> February, 2020.

**MUKTA GUPTA, J.**

**DECEMBER 16, 2019**  
**‘ga’**

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