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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(OS) 398/2017**

SHRI PUNIT CHITKARA

.....Plaintiff

Through: Mr. Udaibir Singh Kochar, Ms. Samvartika Pathak and Mr. Pushkar Khanna, Adv.

versus

SHRI GAGAN PREET SINGH & ORS

.....Defendants

Through: Mr. N. K. Kukreja, Adv. for D-1 and D-6.

Mr. Atul Kumar and Mr. Abhimanyu Sharma, Adv. for D-4

Mr. Dhanesh Relan and Mr. Shikhar Misra, Adv. for D-5

Mr. Mayank Mehandru, Ms. Charu Tandon, Mr. Avinash Bhalla, Mr. Nikhil Kharaliya, Mr. Raghav Tandon and Ms. Vidushi Singh, Adv.

Mr. Sumeet Verma, Mr. Vijay Kumar Wadhwa and Mr. Mahinder Pratap Singh, Adv. for D-7 and 8

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

03.11.2025

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I.A. 3862/2025

1. This application under Order VII Rule 14 of CPC has been filed on behalf of the Plaintiff to bring on record four documents as enumerated in paragraph No.4 of the application. Paragraph No.4 of the application reads as under:

“4. That, alongwith the replication filed on behalf of the Plaintiff, which was filed on 07.10.2024 (vide

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Diary No. E-4419859/2024), the Plaintiff has filed the following documents vide Diary No. E-5042499/2024:-

i. Copy of Agreement to Sell dated 27.11.2011 alongwith receipt dated 28.11.2011 (alongwith true typed copy).

ii. Report of handwriting expert.

iii. Photocopy of complaint case filed by Defendant No.1 against Defendant No.5 (Shri Anuj Gulyani) and Defendant No. 7 (Shri Ravi Advani) before the Ld. Chief Metropolitan Magistrate, Tis Hazari Courts, bearing complaint case No. 1011/2023 alongwith documents.

iv. FIR bearing No. 475/2021 at Police Station Punjabi Bagh registered under section 420, 406, 120B, 34, 467, 468 and 471 of the Indian Penal Code 1860 against the Defendants.”

2. The present suit has been filed with the following prayers:

“(i) pass a decree of specific performance of agreement which was initially reached on 27.11.2011 and later on formalized on the stamp paper of 27.02.2012 which is dated NIL and subsequently thereby directing the Defendant No.1 to 6 to sign and execute the sale deed in respect of suit premises i.e. entire Third Floor portion as being built on the land measuring 202.76 Sq. Yds. of plot bearing No. 11 on Road No. 8, Adarsh Bhawan Co-operating House Building Society Limited, Punjabi Bagh (West), New Delhi – 110026 against balance payment of Rs. 1,27,70,000/-, which the plaintiff has been ready and willing all throughout to perform his part of the agreement;”

3. It is stated that prior to the Agreement entered into on 27.02.2012, the Plaintiff had entered into an Agreement to Sell dated 27.11.2011 along with receipt dated 28.11.2011. The Plaintiff wants to bring on record the said



Agreement to Sell dated 27.11.2011 along with receipt dated 28.11.2011, the reference of which is available in the plaint.

4. The second document is a report of a handwriting expert to answer a query in the written statement denying the signatures by the Defendants.

5. The third document is a photocopy of complaint case filed by Defendant No.1 against Defendant No.5 and Defendant No.7. It is stated that on coming to know that the property in question has been sold to Defendant Nos.7 and 8, an application for amendment of plaint was filed by the Plaintiff which was allowed by this Court vide Judgment and Order dated 20.08.2024. The amended plaint sought to be filed to demonstrate that the property in question which is now sold to Defendant Nos.7 and 8, the Defendant Nos.7 and 8 were aware of an Agreement to Sell being already executed between the Plaintiff and Defendant Nos.1 to 4.

6. The fourth document is an FIR bearing No.475/2021 registered at Police Station Punjabi Bagh.

7. Learned Counsel appearing for Defendant No.1 raises an objection by stating that Agreement to Sell dated 27.11.2011 was already available with the Plaintiff and there is no explanation given by the Plaintiff as to why the same was not filed along with the plaint and, therefore, this application cannot be introduced at such a later stage.

8. The factual foundation of the Agreement to Sell dated 27.11.2011 has already been laid in the plaint. It is stated by the Plaintiff in the application that the document was not available and the Plaintiff came to know about the photocopy of this document only recently. It is stated by the Plaintiff that, in any event, the first and second documents were already part of the application i.e., IA No. 11518/2020 filed by the Plaintiff for amendment of plaint.



9. This Court is, therefore, does find any impediment in permitting the Plaintiff to bring on record the Agreement to Sell dated 27.11.2011 along with receipt dated 28.11.2011.

10. The second document, which is a hand writing report filed to substantiate the signatures, can be sought even by the Court to ascertain the truth of the allegations/averments made in the written statement.

11. As far as the third and the fourth documents are concerned, the suit being for specific performance of an Agreement, for adjudicating the suit, these documents would be necessary to ascertain as to whether Defendant Nos.7 and 8 are bona-fide purchasers of the property in question or not. The factual foundation of these documents has already been laid in paragraph No.28(A) of the amended plaint.

12. In view of the above, this Court does not find any impediment in taking on record all the four documents.

13. Needless to state that since the documents have been permitted to be taken on record, the same does not mean that the correctness of the documents has been ascertained. These documents have to pass the necessary test of admission/denial of documents with proof during trial.

14. The application is disposed of

15. List before the Ld. Joint Registrar on 07.11.2025 for admission/denial of documents.

SUBRAMONIUM PRASAD, J

NOVEMBER 3, 2025

S. Zakir