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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CM(M) 20/2015 & C.M. Nos. 357/2015, 6261/2015 & 13068/2015

SANJEEV KUMAR

..... Petitioner

Through Mr. Joseph T.S. and Ms. Ankita Jain,
Adv.

versus

RAKESH KUMAR SAGAR

..... Respondent

Through Mr. Yogesh Kumar Sharma, Adv.

CORAM:

HON'BLE MS. JUSTICE INDERMEET KAUR

ORDER

% **20.01.2016**

The present suit was filed as a suit under Order XXXVII of the CPC. The Trial Court vide its impugned order dated 22.11.2014 had treated it as an ordinary suit and rightly so. The plaintiff had relied upon a written document i.e. agreement to sell dated 01.11.2012; the contention of the plaintiff before this Court is that a sum of Rs.8,50,000/- had admittedly been received by the defendant and the stamp duty which also form a part of this written agreement (para 10) was incorporated in the suit making it a figure of Rs.9,09,000/- and the suit had been filed for the said amount.

A perusal of the plaint however contravenes this submission of the learned counsel for the plaintiff. The prayer made in the plaint wherein a claim of Rs.10 lacs has been made as principal figure and interest of Rs.3 lacs does not match the written document. A query has

been put to the learned counsel for the petitioner on this count who admits that there is a contradiction in the two figures but he submits that an application seeking amendment of his statement of claim has been filed by him. This application seeking amendment in his claim was filed much thereafter i.e. after the date of the impugned order and is dated 04.04.2015.

The suit is thus rightly not covered under Order XXXVII of the CPC, besides the fact that the figures contained in the plaint do not match with the written document relied upon by the learned counsel for the plaintiff. Impugned order suffers from no infirmity. Petition is without any merit. Dismissed.

INDERMEET KAUR, J

JANUARY 20, 2016

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