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

+ **RSA 188/2024 & CM APPL. 63855/2024**

DEEPAK SHARMA

.....Appellant

Through: Mr. K. K. Jha and Mr. Manish
Kumar, Advs.

versus

URMILA JAIN

.....Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

ORDER

% **29.10.2024**

CM APPL. 63854/2024 (Ex.)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

CM APPL. 63856/2024 (for delay in refilling the appeal)

3. For the reasons stated in the application, the same stands allowed and the delay of 10 days in filing the present appeal stands condoned.
4. Application stands disposed of.

RSA 188/2024 & CM APPL. 63855/2024 (for stay)

5. Heard learned counsel appearing for the appellant.
6. Learned counsel appearing for the appellant submits that the Courts below have miserably failed to appreciate that the documents in question were forged and fabricated and therefore, the Courts below have gravely erred in not properly appreciating the aforesaid aspect.



7. I have considered the aforesaid submissions and have also perused the record.

8. Paragraph nos. 29 to 31 of the First Appellate Courts' order records the following pertinent findings:-

"29. It was thus incumbent on the defendant to show that such a rent agreement was not executed or was executed under fraud, coercion, etc or was not intended to be acted upon. However, far from proving the same, the defendant has taken flip-flop stands before the Ld Trial Court.

30. In the written statement, the defendant stated that he and his wife were made to sign some documents/blank papers towards the security of the loan of Rs.5 lakhs and that the defendant did not suspect anything till 10.03.2016, when the son of the plaintiff came to his house came to the suit property with some antisocial elements. However, in his cross-examination as DW1, the defendant stated that he and his wife had put the signatures/thumb impressions because at the time of execution of those documents, they were under a threat from the plaintiffs son. These two versions are contradictory to each other.

31. Further, DW1 gave a third version in his cross-examination when he admitted that some of the documents signed by him and his wife were property documents but denied his signatures and the thumb impressions of his wife on some documents like the rent agreement Ex PW1/7."

9. It is thus seen that with respect to forgery and fabrication of the documents, the Courts below have concurrently held that the stand of the appellant remain inconsistent and three different versions have been put forth by the appellant.

10. In view of the aforesaid, the Court does not find any substantial question of law and accordingly, the appeal fails and is hereby dismissed, along with the pending application.

PURUSHAINDRA KUMAR KAURAV, J

OCTOBER 29, 2024/P