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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **FAO(OS) (COMM) 109/2025, CM APPL. 41359/2025 & CM APPL. 41360/2025**

PRADEEP KUMAR

.....Appellant

Through: Mr. Saurabh Kirpal, Sr. Adv. with Mr. Rajat Aneja, Mr. Ritesh Saxena, Ms. Megha Sharma, Mr. Dhruv Chatram, Mr. Rajat Choudhary & Mr. Abhinav, Advs.

versus

SUDESH BHATIA

.....Respondent

Through: Mr. Swapnil Gupta & Mr. Harshit Gupta, Advs.

AND

+ **CS(COMM) 500/2023 & I.A. 19941/2023**

PRADEEP KUMAR

.....Plaintiff

Through: Mr. Saurabh Kirpal, Sr. Adv. with Mr. Rajat Aneja, Mr. Ritesh Saxena, Ms. Megha Sharma, Mr. Dhruv Chatram, Mr. Rajat Choudhary & Mr. Abhinav, Advs.

versus

SUDESH BHATIA

.....Defendant

Through: Mr. Swapnil Gupta & Mr. Harshit Gupta, Advs.

CORAM:

JUSTICE PRATHIBA M. SINGH

JUSTICE SHAIL JAIN

ORDER

% **24.07.2025**

1. This hearing has been done through hybrid mode.
2. The present appeal has been filed by the Appellant under Section 13 of the Commercial Courts Act, 2015 read with Order XLIII Rule 1 read with Section 151 of the Code of Civil Procedure, 1908, *inter alia*, assailing the



order dated 2nd May, 2025 (hereinafter, '*impugned order*') passed by the Id. Single Judge of this Court in **CS(COMM) 500/2023** and **I.A. 13733/2023** titled '**Pradeep Kumar v. Sudesh Bhatia**'.

3. The Appellant who is the Plaintiff in the suit being **CS(COMM) 500/2023** filed the said suit seeking specific performance for execution of the registered sale deed based on the agreement to sell dated 27th December, 2022. The property in question is B-91, Mayapuri Industrial Area, Phase-I, New Delhi-110064, measuring 1672.240 sq. mtr., of which Defendant/Respondent is admittedly the absolute owner.

4. The case of the Plaintiff/Appellant was that the Defendant/Respondent had agreed to sell the said property in terms of the agreement to sell and for the said purpose, the Plaintiff had paid a sum of Rs.35 Lakhs. Out of the said amount, a sum of Rs.15 Lakhs was paid through RTGS and the remaining is claimed to have been paid in cash.

5. The case of the Defendant/Respondent is that the said amount of Rs.15 Lakhs was not towards sale of the property in question at all and was in fact related to some other dispute with an earlier tenant. Moreover, according to the Defendant/Respondent, the cash was never received by him.

6. The Id. Single Judge *vide* the impugned order dated 2nd May, 2025 decided various applications. Insofar as the application under Order XXXIX Rule 1 and 2 of the Code of Civil Procedure, 1908 was concerned, the Id. Single Judge records that a Central Forensic Science Laboratory (hereinafter, '*CFSL*') report had been received which gave a finding that the signatures on the agreement to sell dated 27th December, 2022 were forged. On the said basis, the interim injunction was vacated by the impugned order. Insofar as prayer for attachment of the property is concerned, the same was also



dismissed.

7. In the suit i.e., **CS(COMM) 500/2023** the Id. Single Judge takes a serious note of the fact that the signatures on agreement to sell were forged and accordingly, directed as under:

“xxx xxx xxx

27. *This suit has been filed by the plaintiff seeking specific performance of the ATS dated 27.12.2022 qua the suit property. The plaintiff in order to substantiate its case has relied upon the ATS dated 27.12.2022 accompanied with an undated possession letter qua the suit property.*

28. **The defendant’s averment that the ATS dated 27.12.2022 is forged and fabricated document has been substantiated by the CFSL report dated 28.02.2025.**

29. *The suit itself is not maintainable in view of the said findings in the CFSL report dated 28.02.2025 and is liable to be dismissed. Further, it is a fit case for initiating perjury proceedings against the plaintiff.*

30. *Learned counsel for the plaintiff however states that he is not in a position to address submissions as he has not received instruction from the plaintiff. He seeks an adjournment.*

31. *At this stage, learned counsel for the defendant prays that the pendency of this suit will create a cloud over the title of the defendant to the suit property due to the rigours of Section 52 of Transfer of Property Act, 1882 (‘Act of 1882’).*

32. *This Court is of the opinion that in view of CFSL report dated 28.02.2025 and also alternatively considering the fact that the plaintiff has paid a negligible and/or Nil amount under the purported ATS, this Court is of the considered opinion that the plaintiff is even otherwise not entitled to specific performance of this purported ATS.*

33. *The wilful absence of contest on behalf of plaintiff at*



today's hearing appears to be strategic to prolong this litigation. However, this cannot be permitted.

34. It is thus clarified that the suit property is released from the rigours of Section 52 of the Act of 1882 and defendant herein is at liberty to freely deal with the suit property. The defendant will be at liberty to transfer or otherwise deal with the suit property in the manner it deems fit. The pendency of this suit will not be considered as a cloud on the defendant's title to the suit property.

35. Learned counsel for the defendant states that the defendant had also file a complaint dated 14.10.2024 with Police Station (P.S.): Mayapuri with respect to forgery and fabrication of the ATS dated 27.12.2022 and undated possession letter. He states that that the said complaint has been assigned DD no. 45A. He states that however no FIR has been registered. He states that he may be permitted to file the copy of the CFSL report dated 28.02.2025 with the S.H.O., P.S. Mayapuri.

36. In view of the findings in the CFSL report dated 28.02.2025, the S.H.O., P.S. Mayapuri is directed to take steps in accordance with law on the complaint dated 14.10.2024. The S.H.O is at liberty to approach the registry for collection of the original ATS and the undated possession letter for further investigation.

37. Let a status report be filed by S.H.O., P.S. Mayapuri before this Court one week prior to the next date of hearing. Issue notice to the standing counsel (CRL.), GNCTD for information and compliance of this direction.

38. Learned counsel for the plaintiff states that he intends to seek discharge in this matter and he will move an appropriate application.

39. List on 11.09.2025."

8. The entire impugned order has been challenged in the present appeal. Mr. Saurabh Kirpal, Id. Senior Counsel appearing for the Plaintiff/Appellant made various submissions insofar as the validity of the impugned order is



concerned. It is the submission of the Id. Senior Counsel that the exercise of jurisdiction in the present matter is improper, inasmuch as initiation of criminal proceedings by way of registration of an FIR and by directing the filing of status reports could not have been directed in a suit. Further, it is his submission that the settled legal position is that proceedings for forgery can only be taken at the end of the final adjudication and not at the interim stage.

9. On behalf of the Defendant/Respondent, Mr. Gupta, Id. Counsel submits that the complaint was already filed by the Defendant/Respondent with the concerned Police Station and the registration of the FIR is in accordance with law, in view of the CFSL report.

10. After some hearing, the Id. Counsels for the parties under instructions from their respective clients have finally agreed to amicably resolve their disputes in the following terms:

- i) The Plaintiff/Appellant would no longer press the relief of specific performance or any other relief as prayed for in the suit. The Plaintiff/Appellant undertakes to withdraw the suit;
- ii) In view of the withdrawal of the said suit, the Defendant/Respondent agrees not to pursue the criminal complaint and further agrees for that he would jointly file with the Plaintiff/Appellant, a petition for quashing of the said FIR being **FIR No.139/2025** dated 10th May, 2025, PS Mayapuri in view of the settlement;
- iii) With these two conditions agreed between the parties, no claims or counter claims would exist between each other and the same would be a full and final settlement.

11. The above terms have been agreed to by the Id. Counsels on record on



both sides *i.e.*, Mr. Ritesh Saxena who has spoken to the Plaintiff/Appellant himself and Mr. Swapnil Gupta, Id. Counsel who has spoken to the Defendant/Respondent.

12. The suit is accordingly dismissed as withdrawn in view of the settlement as recorded above. There shall be no orders as to costs. Both parties shall abide by the terms of the settlement as recorded above.

13. In view of the settlement which has been agreed between the parties, PS, Mayapuri shall no longer proceed with the complaint/FIR against the Plaintiff/Appellant.

14. Within a period of two months, the parties shall file the petition seeking quashing of the **FIR No.139/2025** dated 10th May, 2025, PS Mayapuri under Section 528 of Bharatiya Nagarik Suraksha Sanhita, 2023.

15. The Defendant/Respondent shall render complete cooperation to the Plaintiff/Appellant and to the other co-accused as well.

16. The Court fee deposited in the suit is Rs.10.22 Lakhs. Out of the entire amount, Rs.1 Lakh shall be deducted and paid to the Delhi High Court Bar Association. The remaining amount shall be refunded to the Plaintiff/Appellant.

17. The present appeal stands disposed of. All pending applications, if any, are also disposed of.

18. The next date in the suit stands cancelled.

PRATHIBA M. SINGH, J.

SHAIL JAIN, J.

JULY 24, 2025

Rahul/Ck