



2025:DHC:6577



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
% **Date of Decision: 06th August, 2025**

+ CM(M) 3979/2024, CM APPL. 45227/2025

JAI NATH YADAV & ANR.

.....Petitioners

Through: Mr. Pankaj Srivastav, Adv.

versus

SOMNATH YADAV ALIAS SHOBH NATH YADAV

.....Respondent

Through: Mr. R.N. Dubey, Advocate.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. Petitioners herein are defendants before the learned Trial Court and are defending a suit for possession, *mesne profit*, injunction and declaration filed by Mr. Somnath Yadav @ Shobh Nath Yadav (respondent herein).
2. According to the case of plaintiff, the suit property was let out to defendants at a monthly rent of Rs.23,000/- and the tenancy came to an end by efflux of time and despite determination of tenancy, neither the possession has been handed over, nor the rent has been cleared. It is in the abovesaid backdrop that the suit was filed.
3. When the suit was at the stage of final arguments, defendants moved two different applications.
4. By virtue of one application (application moved under Section 45 read with Section 73 of Indian Evidence Act), they wanted opinion from Central Forensic Science Laboratory, as according to them, Rent Agreement dated 07.04.2015 and the other two related documents bear signatures of the



plaintiff which he was, unjustifiably, denying. The other application is under Order VII Rule 14 read with Section 151 CPC whereby, they wanted to place on record the opinion of handwriting expert which they had taken, privately, with respect to the abovesaid documents.

5. The endeavour of the defendant is to show that such documents including rent agreement dated 07.04.2015 are genuine documents and bear signatures of the plaintiff.

6. Learned Trial Court has dismissed both the abovesaid applications by a composite order dated 16.10.2024.

7. Such order is under challenge.

8. The rent agreement, which according to defendant is a genuine one, is of 07.04.2015.

9. The suit in question, which is commercial in nature, was filed in the year 2019.

10. It is, however, important to note that as per the specific case of plaintiff, the tenancy was, actively, created on 25.02.2015 which was lastly extended on 25.10.2016. According to them, there was no other tenancy agreement between the parties. In the suit itself, the plaintiff claimed that the defendants, in order to grab the suit property of the plaintiff, hatched a conspiracy and prepared a false and forged rent agreement, purported to have been executed on 07.04.2015 and, in such agreement, defendant No.2 was shown as tenant. According to the plaintiff, such agreement was forged and fabricated one. As per the case of plaintiff, the actual tenancy agreement was between the plaintiff and defendant No.1.

11. Specific averment with respect to the abovesaid forged agreement was mentioned in para 13 of the plaint.



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12. Thus from the very beginning, the defendant was knowing the case of the plaintiff and he knew that according to the stand of the plaintiff, the agreement dated 07.04.2015 was a forged and fabricated document and that the actual tenancy was created on 25.02.2015 vide rent agreement.

13. That being so, there was no one to have prevented the petitioners herein to take requisite steps at the very threshold of the case. It is not explained as to why he waited the case to reach stage of the final arguments.

14. The impugned order would reflect that the learned Trial Court has also carefully appreciated the abovesaid aspect and was very categorical in observing that the defendants could have moved the abovesaid applications at the earlier point of time and there was no justification in moving the abovesaid applications when the case had reached the stage of final arguments.

15. There is, apparently, no illegality or perversity in such finding. On the contrary, the approach seems judicious and logical.

16. This Court, therefore, does not find any reason, much less a compelling one, to interfere with the impugned order. The petition is accordingly dismissed.

17. Pending applications also stand disposed of in aforesaid terms.

(MANOJ JAIN)
JUDGE

AUGUST 6, 2025/ck/shs