



**IN THE HIGH COURT OF PUNJAB & HARYANA  
AT CHANDIGARH**

**Civil Revision No. 4044 of 2023 (O&M)**

**Date of Decision: 30.04.2026**

Mamta Gupta, Ludhiana through her  
Special Power of Attorney, namely,  
Sumir Gupta, Ludhiana

..... Petitioner

**Versus**

Jawahar Lal Aggarwal, Ludhiana

..... Respondent

**CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA**

Present: Mr. Naveen Bawa, Advocate  
for the petitioner-plaintiff

Mr. Baltej Singh Sidhu, Senior Advocate, assisted by  
Mr. Chandan Singh, Advocate  
for the respondent-defendant.

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**HARKESH MANUJA, J. (ORAL)**

By way of present revision petition, challenge has been laid to an order dated 10.07.2023 (Annexure P-10) passed by the Court of learned Civil Judge (Junior Division)/RC, Ludhiana, whereby an application moved on behalf of the petitioner-plaintiff seeking permission to tender certain documents i.e. (i) a certified copy of the plaint; and (ii) Memorandum of Understanding dated 25.07.2014, stands declined.

**[2]** Briefly stating, the petitioner-plaintiff filed a suit for permanent injunction against the respondent with the following prayer:-

*“ It is, therefore, prayed that a decree for permanent injunction restraining the defendant and his agents, servants, assignees and family members, etc. from*

*dispossessing the plaintiff or interfering in the peaceful possession of the Plaintiff from property measuring 500 square yards (60' x 75') as shown red in the site plan attached and bounded as under:*

*East : Property of Defendant*

*West : G.T. Road*

*North : Neighbour Punjab Auto*

*South : Street*

*comprised in Khasra No. 16//10/2/1, 16//1, 2, 9/2, 17//5/2, 6/1/1, Khata No.341/361-362, as per Jamabandi for the year 1989-90, situated at Village Bhoura, Hadbast No.88, abadi Guru Ravi Dass Nagar, bearing Municipal No.B-XXXIII-325/4, Tehsil and District Ludhiana and from alienating the said property in any manner whatsoever and doing any such act which may be detrimental to the interest of the plaintiff in the suit property; and decree for mandatory injunction directing the defendant to return the original title deed of the suit property bearing Wasika No.8705 dated 28.06.1993 to the Plaintiff, may kindly be passed in favour of the plaintiff against the defendant with cost of the suit.”*

[3] The suit was filed on 05.04.2014; issues were framed on 31.05.2014; the evidence of petitioner-plaintiff was closed on 24.03.2022 and the evidence of respondent-defendant was closed on 16.03.2023. Thereafter, the proceedings were adjourned for final arguments in the suit. Soon thereafter, the petitioner-plaintiff filed an application on 27.03.2023 seeking permission to lead additional evidence by way of a document i.e.

copy of TS-1 pertaining to the property in question. The said application was allowed vide order dated 11.04.2023.

[4] Immediately thereafter on 21.04.2023, another application under Section 151 CPC came to be filed at the instance of petitioner-plaintiff seeking permission to lead additional evidence; the relevant paras-2 & 3 thereof are extracted hereunder:-

*“ 2. That the defendant filed a suit for declaration against the plaintiff that the Memorandum of Understanding dated 25.07.2014 is illegal, null and void and ineffective having been got executed by the defendant under undue inference and by playing fraud and misrepresentation. In the said suit the Memorandum of Understanding dated 25.07.2014 was filed as Mark "A". The plaintiff obtained the certified copy of the plaint and of Mark "A" on 29.3.2023. The certified copies of plaint and of mark "A" are attached herewith. The said suit was dismissed in default.*

*3. That the production of certified copy of plaint and Mark "A" are essential for proper adjudication and just decision of the case. Mark "A" contains a reference that the business of the partnership firms of plaintiff and defendant are being carried out in the property belongings to the plaintiff and of defendant.”*

[5] The aforesaid prayer was opposed at the instance of respondent-defendant and the learned trial Court vide order dated 10.07.2023 dismissed the same. Hence, the present revision petition has been filed on behalf of the petitioner.

[6] I have heard learned counsel for the parties and gone through the paper-book.

[7] Apparently, the petitioner-plaintiff did not pursue her suit diligently despite having been granted as many as 51 opportunities to conclude. Even then, she moved successive applications seeking permission to tender certain / additional documents by way of evidence. Still, taking into account the fact that the documents sought to be produced apparently go the root of the matter and would assist the Court below to effectively and completely adjudicate the *lis* between the parties, as such, the prayer made by the petitioner in her application dated 21.04.2023 is allowed in the interest of justice.

[8] As undertaken, the petitioner shall not be examining any witness but shall tendering the documents on the date fixed before the learned trial Court i.e. 30.05.2026.

[9] The above liberty granted to the petitioner is, however, subject to payment of costs of Rs. 50,000/- which shall be deposited by the petitioner with the trial Court, to be disbursed in favour of the respondent-defendant.

[10] **Disposed off** accordingly.

[11] Pending miscellaneous application(s), if any, shall also stand disposed off.

**April 30, 2026**

*'dk kamra'*

**( HARKESH MANUJA )  
JUDGE**

|                                  |               |
|----------------------------------|---------------|
| <i>Whether Speaking/reasoned</i> | <i>Yes/No</i> |
| <i>Whether Reportable</i>        | <i>Yes/No</i> |