



\$~38

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

+ **TR.P.(C.) 139/2025**

SHIKHA GUPTA

.....Petitioner

Through: Mr. Lalit Gupta, Mr. Anmol Ghai and
Ms. Ishita Nautiyal, Advocates.

versus

RITIKA GULATI

.....Respondent

Through: Mr. Saurav Jain, Advocate (through
VC).

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

01.04.2026

%

1. This hearing has been done through hybrid mode.
2. The present petition has been filed under Section 24(1)(b)(ii) read with Section 151 of the Civil Procedure Code, 1908, (for short, 'CPC') seeks the following prayers: -

“(a) Pass an appropriate order thereby Withdrawing CS DJ No. 916 of 2021, titled as “Shikha Gupta vs. Ritika Gulati” presently pending before the Court of Sh. Abhishek Srivastava, Ld. District Judge-05, Central District, Tis Hazari Courts, Delhi and transfer/ assign it to the Court of Ld. District Judge, West District, Tis Hazari Courts, Delhi, for trial and disposal of the same with a direction to the Transferee Court to proceed further with the above suit from the same point at which it is being transferred from the Court of Ld. District Judge-05, Central District, Tis Hazari Courts, Delhi; and

(b) Pass any other proper and further Order(s) which this Hon'ble Court deems fit and proper in the peculiar facts and circumstances of the present case.”

3. By way of the present petition, the petitioner is seeking withdrawal and



transfer of the suit, CS DJ No. 916 of 2021, pending before the Court of pending before the Court of learned District Judge-05, Central District, Tis Hazari Courts, Delhi to the Court of learned District Judge, West District, Tis Hazari Courts, Delhi. The said suit was instituted by the petitioner against the respondent for a money decree to recover a sum of Rs.22,65,000/- along with *pendente lite* and future interest at the rate of 18% per annum till actual realisation of the entire sum due from the respondent/defendant. The parties are to stated to have entered into an Agreement to Sell dated 14.01.2019 with respect to the entire property, Municipal No.113, Gali Bandook Wali, Ward No.VIII, Ajmeri Gate, Delhi-110006, in pursuance of which the petitioner had paid Rs.20,00,000/- to the respondent, and later on, said agreement to sell fell through and despite repeated reminders and requests, the respondent did not repay the sum due to the petitioner.

4. It is pertinent to note that, in the said suit, the respondent has been proceeded *ex-parte* by learned District Judge *vide* order dated 13.07.2022 on account of non-appearance despite service of summons, and against the said order, an application for setting aside and recalling has been filed on behalf of the respondent which is stated to be pending adjudication.

5. During the pendency of the aforesaid suit, on 17.12.2024, the learned Trial Court had sought clarification and heard submissions on behalf of the learned counsel for the plaintiff/petitioner with respect to its territorial jurisdiction of the said Court to adjudicate upon the said suit as it was noted that neither the petitioner nor the respondent is residing within the territorial jurisdiction of that Court. It is stated in the petition that learned Trial Court had raised a query that merely the location of suit property which was the subject matter of agreement to sell dated 14.01.2019 entered between the



parties regarding for which no relief was sought, cannot confer territorial jurisdiction to adjudicate upon the subject matter.

6. Learned counsel appearing on behalf of the petitioner submitted that negotiations with respect to aforesaid agreement to sell were held between the parties from their own residential places, and the subject suit was filed with respect to the recovery of the money advanced by the petitioner to the respondent in pursuance of the said agreement to sell. It is further submitted that the defendant is residing in Shivaji Enclave, Tagore Garden, New Delhi-110027 and the same falls within the territorial jurisdiction of learned District Judge, West District, Tis Hazari Courts, Delhi. Therefore, it will be convenient for the petitioner to execute the money decree, in case, the said suit is decided in favour of the petitioner, and thus, the subject suit may be transferred to the Court of competent jurisdiction of the West District.

7. *Per contra*, learned counsel appearing on behalf of the respondent has submitted that the present petition is not maintainable inasmuch as the subject suit is at the stage of final arguments and the present petition has been filed belatedly, and it would be prejudicial to the interest of the respondent in case, the present petition is allowed. Learned counsel for the respondent has, however, submitted that the territorial jurisdiction of the present case falls within the West District, where the respondent is residing.

8. Heard the learned counsel for the parties and perused the records.

9. The subject suit was filed on behalf of the petitioner seeking the following reliefs: -

“(a) Pass a money decree in favour of the Plaintiff and against the Defendant for recovery of a sum of Rs. 22,65,000/- (Rupees Twenty Two Lakh Sixty Five Thousand Only);



(b) Pass a further decree for pendent lite and future interest at the rate of 18% per annum on the said sum of Rs. 22,65,000/- (Rupees Twenty Two Lakh Sixty Five Thousand Only), till the actual realization of entire sum due from the Defendant to the Plaintiff;

(c) Award costs of the suit to the Plaintiff; and

(d) Pass any other proper and further order(s) which this Hon'ble Court deems fit, just and expedient in the peculiar circumstances of the present case."

10. The aforesaid suit for money decree has been instituted to recover the sum of Rs.22,65,000/- along with pendente lite and future interest paid by the petitioner to the respondent under an agreement to sell dated 14.01.2019 stated to have been entered into between the parties. The respondent in the suit has been proceeded *ex-parte* by learned Trial Court on 13.07.2022. The petitioner had taken a stand in the suit that the property for which agreement to sell had been entered into was situated in the jurisdiction of the Court where the suit was instituted and since the money decree was sought for recovery of money advanced by the petitioner to the respondent in pursuance of the said agreement to sell, there was no jurisdictional error. In addition, it has been further averred that negotiations had also taken place in the same jurisdiction.

11. Be that as it may, the suit has been proceeded *ex-parte* on 13.07.2022 and it was at the final stage when an application for setting aside and recalling of the said order was filed by the respondent. Learned counsel for the respondent has also asserted that the territorial jurisdiction of the present case falls within the West District. No prejudice will be caused to the respondent if the suit is transferred to said District.

12. In these circumstances and in the interest of justice, the present petition



is allowed. The suit, CS DJ No.916 of 2021, pending in the Court of learned District Judge-05, Central District, Tis Hazari Courts, Delhi, is transferred to learned Principal District and Sessions Judge, West District, Tis Hazari Courts, Delhi, who shall assign the same to the Court of competent jurisdiction. The said suit shall be proceeded from the stage, it is being transferred.

13. Let records of the said suit be transferred to the aforesaid transferee Court within a period of 10 days. Parties are directed to appear before the concerned Court accordingly.

14. Copy of order be sent to learned District Judge-05, Central District, Tis Hazari Courts, Delhi and learned Principal District and Sessions Judge, West District, Tis Hazari Courts, Delhi for necessary information and compliance.

15. Pending applications, if any, also stand disposed of accordingly.

16. Order be uploaded on the website of this Court, *forthwith*.

AMIT SHARMA, J

APRIL 1, 2026/kr/ns