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* **IN THE HIGH COURT OF DELHI AT NEW DELHI****Reserved on: 30th January, 2026****Pronounced on: 27th February, 2026**

+ CS(COMM) 463/2022 & I.A. 29387/2025

DELHI METRO RAIL CORPORATION LTD.Plaintiff
Through: Mr. Tarun Johri, Mr. Ankur Gupta
and Mr. Vishwajeet Tyagi, Adv.
M: 9811745013
Email: johri67@yahoo.com

versus

MS PARASVNATH DEVELOPERS LTD.Defendant
Through: Mr. Rajat Joneja, Mr. Anmol Kumar
and Ms. Cheshta Dalal, Adv.
M: 7838381994
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CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

JUDGMENT**MINI PUSHKARNA, J.****I.A. 29387/2025 (Application under Order XI Rule 1(5) read with Section 151 of Code of Civil Procedure, 1908)**

1. The present application has been filed on behalf of the plaintiff seeking leave of this Court to bring on record a total of eight additional documents, as filed along with the replication and Evidence Affidavits of its witnesses, *PW-1* and *PW-2*.
2. The present application has been opposed by the defendant, thereby,



raising the objection that the additional documents have been filed without seeking leave of the Court, and that the present application has been filed belatedly, after the said issue was pointed out at the time of tendering of the evidence.

3. The defendant has further averred that the plaintiff has failed to put forth any plausible explanation for seeking leave of this Court to file additional documents at such a belated stage. It is submitted that if the proposed additional documents were to be taken on record, it would relegate the proceedings to the stage of pleadings, and hamper the commencement of trial.

4. At the outset, it is to be noted that as per the facts on record, plaintiff had issued a Notice Inviting Tender in the year 2009 for the construction of three blocks of staff quarters, i.e., blocks A, B and C, with a combined capacity of 144 dwelling units at *Mundka Depot* for Phase II of Delhi MRTS Project. Subsequently, a Letter of Acceptance was issued to the defendant on 27th May, 2009, followed by the execution of a Contract Agreement dated 28th August, 2009, between the parties.

5. The defendant started the construction of the blocks in question in 2009, and subsequently, the three blocks, i.e., blocks A, B and C were taken over by the plaintiff on 05th October, 2012, 10th November, 2012 and 03rd December, 2012, respectively. The flats constructed by the defendant were allotted and taken over by the employees of the plaintiff between March-May, 2013 and around 140 number of families, were residing in the project in question.

6. As per the case put forth by the plaintiff, immediately after the occupation of the flats, multiple sewage problems were observed by the



residents, in a number of flats in all the three blocks. On being informed about the said sewage problems, the defendant attended to few issues, however, failed to rectify most of such issues, and such problems persisted at the site in question. In addition to this, various structural cracks started appearing in the blocks in question. As per the plaintiff, the sewage problems and the cracks in the building are attributable to poor quality of construction material used by the defendant.

7. Thus, as per the plaintiff, it engaged services of various agencies for technical assistance. In particular, the plaintiff engaged the services of Shri Ram Institute for carrying out investigations, by conducting various technical tests to ascertain the strength of the structure built by defendant, and the services of M/s Epicon Consultants Pvt. Ltd., for carrying out detailed structural assessment of the project in question, and suggest further repair action.

8. In addition to this, the plaintiff entered into a Contract Agreement dated 16th November, 2016 with M/s Cembond Constructions Pvt. Ltd. for execution of the repair works with respect to the project in question. However, as the deficiencies in the project persisted, the plaintiff engaged the services of an independent consultant, namely, Mr. Anil Kumar Sharma, for determining the cause of distresses in all the structures in question. In view of the opinion of the independent consultant, the plaintiff initiated another round of repairs in the structures in question. In order to undertake the repairs, the plaintiff had to get the flats in the blocks in question evacuated, and arrange alternative accommodation for its employees.

9. Subsequently, on account of the poor quality and inherent defects in the buildings in question, the same were dismantled and reconstructed.



Being aggrieved by non-payment of the costs incurred for construction and rectification of the buildings, the present suit for recovery has been filed.

10. The eight additional documents sought to be placed on record by the plaintiff, that have been filed along with the replication and Evidence Affidavit of *PW-1* and *PW-2*, are as follows:

- i. A copy of letter dated 26th June, 2015 issued by the plaintiff, along with its typed copy.
- ii. A copy of letter dated 13th October, 2015 issued by the plaintiff, along with its typed copy.
- iii. A copy of Clause No. 20 of Contract Agreement dated 28th August, 2009, along with its typed copy.
- iv. A copy of the Report dated 23rd September, 2022 issued by Central Building Research Institute (“CBRI”).
- v. Performance Certificate dated 26th November, 2024.
- vi. Document with regard to payments made by the plaintiff from 17th February, 2017 to 11th July, 2024 to M/s Cembond Constructions Pvt. Ltd.
- vii. Document of the plaintiff relating to lease facility availed for providing alternative accommodation to the evacuated employees from 01st November, 2021 till varying dates.
- viii. Document pertaining to costs incurred by the plaintiff for engaging services of the various agencies, namely, Shri Ram Institute, M/s. Epicons Consultants Pvt. Ltd., independent consultant being Mr. Anil Kumar Sharma, and CBRI.

11. Order XI Rule 1 of the Code of Civil Procedure, 1908 (“CPC”), as amended by the Commercial Courts Act, 2015 (“Commercial Courts Act”),



reads as under:

“xxx xxx xxx

1. Disclosure and discovery of documents.—

(1) Plaintiff shall file a list of all documents and photocopies of all documents, in its power, possession, control or custody, pertaining to the suit, along with the plaint, including:

(a) Documents referred to and relied on by the plaintiff in the plaint;

(b) Documents relating to any matter in question in the proceedings, in the power, possession, control or custody of the plaintiff, as on the date of filing the plaint, irrespective of whether the same is in support of or adverse to the plaintiff's case;

(c) nothing in this rule shall apply to documents produced by plaintiffs and relevant only—

(i) for the cross-examination of the defendant's witnesses, or

(ii) in answer to any case setup by the defendant subsequent to the filing of the plaint, or

(iii) handed over to a witness merely to refresh his memory.

xxx xxx xxx

(5) The plaintiff shall not be allowed to rely on documents, which were in the plaintiff's power, possession, control or custody and not disclosed along with plaint or within the extended period set out above, save and except by leave of court and such leave shall be granted only upon the plaintiff establishing reasonable cause for non-disclosure along with the plaint.

xxx xxx xxx”

(Emphasis Supplied)

12. A perusal of the aforesaid provision shows that the plaintiff is mandated to file all documents pertaining to the suit, which are in its power, possession, control and custody, along with the plaint. Further, the plaintiff shall not be allowed to rely on documents that were in its power, possession, control and custody, which were not disclosed along with the plaint, except by leave of the Court upon establishing “reasonable cause” for non-



disclosure.

13. Sub-Rule 1(c)(ii) of Order XI of the CPC further states that nothing in the said Rule shall apply to documents produced by the plaintiff and relevant only in answer to any case setup by the defendant, subsequent to the filing of the plaint. Thus, a plaintiff would be entitled to file documents in response to a case setup by the defendant, after filing of the plaint, in terms of Order XI, Sub-Rule 1(c)(ii) of CPC.

14. This Court takes note of the document nos. (i) and (ii), sought to be placed on record by the plaintiff, i.e., the letters dated 26th June, 2015 and 13th October, 2015, respectively, that had been issued by the plaintiff to the defendant, and have been filed along with the replication.

15. By letter dated 26th June, 2015, plaintiff informed the defendant that since no Maintenance Certificate in terms of Clause 17.2.3 of General Conditions of Contract (“GCC”), has been issued by the Engineer, thus, the subject contract is still not complete, and the defendant is liable to perform its obligations to rectify the defective works. The defendant was further advised to contact the plaintiff urgently to associate with investigations and witness sample extraction for testing, etc.

16. By letter dated 13th October, 2015, the plaintiff once again requested the defendant to witness the presentation to be given by M/s Epicon Consultants Pvt. Ltd. regarding the condition, structural and other defects, and rehabilitation measures etc., in respect of the blocks constructed by the defendant.

17. This Court notes that the aforesaid letters dated 26th June, 2015 and 13th October, 2015 were attached with the replication as additional documents to meet the case raised by the defendant in paragraph 8 of the



written statement dated 10th September, 2022, wherein, the defendant has claimed that the plaintiff was satisfied with the quality of work completed by the defendant, and had given a rating of 'good' for the work done.

18. Thus, since it had been averred by the defendant in the written statement that there were no construction deficiencies in the work carried out by the defendant, the aforesaid letters have been filed by the plaintiff along with the replication, in response to the said allegations made in the written statement, to show that there were inherent defects in the structure, which were beyond the scope of any repair or rectification by the plaintiff. Therefore, the letters dated 26th June, 2015 and 13th October, 2015 have been filed by the plaintiff along with the replication in order to meet the case raised by the defendant, and is permissible to be taken on record in terms of Order XI, Sub-Rule 1(c)(ii) of CPC.

19. This Court further notes that document no. (iii), i.e., copy of Clause 20 of the Contract Agreement dated 28th August, 2009 has been filed along with the replication. The defendant in paragraphs 12 to 14 of the written statement has contended that a Settlement Deed dated 04th July, 2016, pursuant to conciliation between the parties, has been executed between the parties, whereby, the plaintiff agreed to not raise any future claims with respect to the subject matter of the said Settlement Deed. It is further contended by the defendant, that the aforesaid Settlement Deed has attained the status of an Arbitral Award under Section 74 of the Arbitration and Conciliation Act, 1996 ("Arbitration Act").

20. This Court notes that in order to counter the case set up by the defendant, the plaintiff has relied upon document no. (iii), i.e., Clause 20 of the Contract Agreement dated 28th August, 2009, being the dispute



resolution clause, to submit that arbitration was never invoked by the parties, the conciliation proceeding was not covered by the dispute resolution clause, and that the subject matter of the present suit was not settled by way of conciliation. Further, it is to be noted that in the Joint Schedule of Documents filed on 26th August, 2023, the defendant has already admitted to Clause 20 of the Contract Agreement dated 28th August, 2009. Therefore, since document no. (iii) has been filed by the plaintiff along with the replication, in order to meet the case set up by the defendant, the same would be permitted to be taken on record in terms of Order XI, Sub-Rule 1(c)(ii) of CPC.

21. This Court notes the submission made on behalf of the plaintiff with respect to document no. (iv), i.e., the copy of the Report dated 23rd September, 2022 issued by CBRI, that the same was not in possession of the plaintiff at the time of filing of the instant suit.

22. This Court notes that the plaintiff had approached CBRI to undertake distress investigation and possible remedial measure with respect to the structures in question. Thereafter, CBRI submitted its final Report on 23rd September, 2022. It is to be noted that the said Report dated 23rd September, 2022 has been filed as an additional document along with the replication, in order to meet the case raised by the defendant in his written statement, that there were no construction deficiencies in the works carried out by the defendant.

23. Furthermore, since CBRI submitted its final Report on 23rd September, 2022, i.e., after filing of the instant suit on 07th July, 2022, the said Report was not in the power, possession, control or custody of the plaintiff at the time of filing of the suit. It is settled law that the rigour of



establishing reasonable cause for non-disclosure of the documents along with the plaint does not arise in cases, where the additional document was discovered subsequent to the filing of the plaint. Thus, document no. (iv) has been filed in response to the case set up by the defendant, and not having been in possession, power, control and custody of the plaintiff at the time of filing of the suit, is permitted to be placed on record.

24. In this regard, it is apposite to refer to the case of *Sudhir Kumar Versus Vinay Kumar G.B., (2021) 13 SCC 71*, wherein, the Supreme Court held that the requirement for establishing reasonable cause for non-disclosure of the documents along with plaint, shall not be applicable where those documents have been found subsequently and in fact, were not in the plaintiff's power, possession, control or custody at the time when the plaint was filed. Thus, Supreme Court held as follows:

“xxx xxx xxx

9.6. Therefore a further thirty days' time is provided to the plaintiff to place on record or file such additional documents in court and a declaration on oath is required to be filed by the plaintiff as was required as per Order 11 Rule 1(3) if for any reasonable cause for non-disclosure along with the plaint, the documents, which were in the plaintiff's power, possession, control or custody and not disclosed along with plaint. Therefore the plaintiff has to satisfy and establish a reasonable cause for non-disclosure along with plaint. However, at the same time, the requirement of establishing the reasonable cause for non-disclosure of the documents along with the plaint shall not be applicable if it is averred and it is the case of the plaintiff that those documents have been found subsequently and in fact were not in the plaintiff's power, possession, control or custody at the time when the plaint was filed. Therefore Order 11 Rule 1(4) and Order 11 Rule 1(5) applicable to the commercial suit shall be applicable only with respect to the documents which were in plaintiff's power, possession, control or custody and not disclosed along with plaint. Therefore, the rigour of establishing the reasonable cause in non-disclosure along with plaint may not arise in the case where the additional documents sought to be produced/relied upon are discovered subsequent to the filing of the



plaint.

xxx xxx xxx”

(Emphasis Supplied)

25. Likewise, the Court notes that the document no. (v), i.e., Performance Certificate, marked as *Ex. PW-1/10* and *Ex. PW-2/1*, was issued by the plaintiff to M/s Cembond Constructions Pvt. Ltd for regular maintenance of block B of the project in question, on 26th November, 2024. As the said Performance Certificate dated 26th November, 2024 came into existence after a period of more than two years from the date of filing of the instant suit, therefore, the same cannot be said to have been in the power, possession, custody or control of the plaintiff at the time of filing of the suit on 07th July, 2022. Therefore, document no. (v), being the Performance Certificate dated 26th November, 2024, is also permitted to be taken on record.

26. This Court further takes note of the document no. (vi), i.e., document with regard to payments made by the plaintiff from 17th February, 2017 to 11th July, 2024 to M/s Cembond Constructions Pvt. Ltd., marked as *Ex. PW-2/2*. The said document no. (vi) evidences the payments made to M/s Cembond Constructions Pvt. Ltd., including, for rectification works, in a tabulated manner. Perusal of the document reveals that the first payment was made on 17th February, 2017 and the last payment was on 11th July, 2024, to M/s Cembond Constructions Pvt. Ltd. Thus, the last payment made on 11th July, 2024 was after more than two years from the date of filing of the instant suit on 07th July, 2022. Further, the bank account statements support the tabulated statement evidencing that the payments have been made to M/s Cembond Constructions Pvt. Ltd.

27. This Court further takes note of document no. (vii), i.e., document



relating to the lease facility availed for providing alternative accommodation to the evacuated employees, marked as *Ex. PW-2/3*. Perusal of the said document demonstrates the lease facility given to the employees of the plaintiff from 01st November, 2021 till 05th March, 2025, i.e., the date on which the evidence affidavits were filed by the plaintiff.

28. This Court also takes note of document no. (viii), i.e., document pertaining to costs incurred by the plaintiff for engaging services of the various agencies, namely, Shri Ram Institute, M/s. Epicons Consultants Pvt. Ltd., the independent consultant being Mr. Anil Kumar Sharma, and CBRI. Perusal of the document reveals that the first of these payments were made on 09th November, 2015 and the last of these payments were made on 19th January, 2022.

29. Thus, with regard to the aforesaid documents, i.e., document nos. (vi), (vii) and (viii), some of the invoices attached to evidence payments, are prior to the filing of the suit, while some invoices are after the filing of the suit. Thus, the plaintiff would have to establish “reasonable cause” under Rule 5 of Order XI of CPC, as amended by the Commercial Courts Act, in order to place the said payments which were made prior to filing of the present suit.

30. In the case of *Agva Healthcare Private Limited and Others Versus Agfa-Gevaert NV and Another*, 2023 SCC OnLine Del 7914, the Court held that the word “reasonable cause” requires a lower degree of proof as compared to “good cause”. Further, the Court relied upon the decision of the Supreme Court in the case of *Sugandhi (Dead) by Legal Representatives Versus P. Rajkumar*, (2020) 10 SCC 706, wherein, it was held that procedure is the handmaid of justice, and where procedural



violation does not seriously cause prejudice to the adversary party, Courts must lean towards doing substantial justice rather than relying upon procedural and technical violations. The relevant paragraphs of the decision of the Court in *Agva Healthcare (Supra)*, is reproduced as under:

“xxx xxx xxx

14. The word used in Order XIII Rule 2 CPC (since repealed) were “unless good cause is shown” and the Supreme Court in the decision reported in Madanlal v. Shyamlal [(2002) 1 SCC 535], noted the distinction between “good cause” and “sufficient cause” and held that “good cause” requires a lower degree of proof as compared to “sufficient cause” and thus the power under Order XIII Rule 2 CPC should be exercised liberally. Order XI Rule 1(5) of Commercial Courts Act, 2015 uses the word “reasonable cause”, which would require even a lower degree of proof as compared to “good cause”. 13. Thus it is to be seen in the present case whether the respondent had “reasonable cause” for non-disclosure of documents (Annexure A to Annexure H) along with the plaint. While dealing with the same, learned District Judge observed as under:...

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15. It may be seen from the order of the learned District Judge that the contentions/arguments of the defendants were duly considered and dealt by the Court before granting permission to the plaintiffs to place the documents on record. Hon'ble Supreme Court in the case of Sugandhi (Dead) by Legal Representatives v. P. Rajkumar [(2020) 10 SCC 706] held as under:—

“8. Sub-rule (3), as quoted above, provides a second opportunity to the defendant to produce the documents which ought to have been produced in the court along with the written statement, with the leave of the court. The discretion conferred upon the court to grant such leave is to be exercised judiciously. While there is no straightjacket formula, this leave can be granted by the court on a good cause being shown by the defendant.

9. It is often said that procedure is the handmaid of justice. Procedural and technical hurdles shall not be allowed to come in the way of the court while doing substantial justice. If the procedural violation does not seriously cause prejudice to the adversary party, courts must lean towards doing substantial justice rather than relying upon procedural and technical



violation. We should not forget the fact that litigation is nothing but a journey towards truth which is the foundation of justice and the court is required to take appropriate steps to thrash out the underlying truth in every dispute. Therefore, the court should take a lenient view when an application is made for production of the documents under sub-rule (3)."

xxx xxx xxx"

(Emphasis Supplied)

31. In this regard, it would be relevant to refer to the decision in the case of *Darrameks Hotels and Developers Private Limited Versus Brilltech Engineers Private Limited, 2025 SCC OnLine Del 4024*, wherein, the Court held that "reasonable cause" is an elastic term and the same cannot be put in an air tight container. There cannot be any straightjacket formula as to when any application to place additional documents on record, is to be allowed or dismissed, and the same has to be ascertained after evaluating the factual matrix, the stand taken in the pleadings, the nature of the document, its relevancy and the reason assigned for belated filing. The relevant paragraphs of the decision of the Court in *Darrameks Hotels (Supra)*, are reproduced as under:

"xxx xxx xxx

16. Documents sought to be placed on record are, admittedly, documents of impeccable and unquestionable nature. There is exchange of emails between the parties to the lis and, admittedly, as per the averments appearing in the plaint and written statement also, both the sides have referred to various emails, already.

17. The question in the aforesaid suit, primarily, seems to be based on the fact whether the time was essence of the contract or not and whether defendant was at any fault or not. Naturally, in such peculiar backdrop, the exchange of electronic mails may give a very good insight about the above issue and controversy.

18. Undeniably, all such e-mails were already in possession of the plaintiff. According to plaintiff, as already noted above, there were around 500 e-mails which were exchanged between the parties and out of such voluminous exchange of e-mails, it, now, wants to place on



record 75 e-mails in order to show that the stand taken by the defendant is incorrect.

19. The aforesaid provision of Order XI Rule 1 (5) CPC comes into play when plaintiff, despite having power, possession, control and custody of any document, fails to place the same on record, alongwith suit or within the extended period. In case of belated filing, these documents can be permitted to be placed on record by Court if plaintiff establishes reasonable cause for non-disclosure.

20. It is important to mention here that cause, which is to be shown by the plaintiff, is “reasonable” and not “sufficient or good” and use of word “reasonable” makes the provision little less rigorous. Of course, the plaintiff should have been careful and should have placed on record these e-mails along with his plaint. Merely because, there was voluminous exchange of e-mails between the parties would not, generally speaking, absolve any such party.

21. However, at the same time, the importance and significance of these e-mails cannot be undermined. This Court is also conscious of the fact that when the suit reaches at the stage of evidence, these emails can always be confronted during the cross-examination and since trial has yet not begun, this Court does not see any real prejudice, being caused to defendant by such belated filing.

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24. No doubt, timelines provided for any such suit, involving a commercial dispute, are rigid and binding and are required to be strictly followed and to that extent, there cannot be any qualm with respect to observations appearing in Casa 2 Stays Pvt. Ltd. (supra). Fact, however, remains that even if there is belated filing of any such document, which was even under the control, possession and custody of the plaintiff, the permission can be granted, if the plaintiff is able to disclose a reasonable cause.

25. Reasonable cause is an elastic term and it cannot be put into any air-tight compartment.

xxx xxx xxx

30. All such e-mails seem necessary for reaching fair decision of the case and also to appropriately rebut the stand taken by defendant in their written statement.

31. There cannot be any straightjacket formula as to when any such application moved under Order XI CPC, seeking to place on record additional document, is to be allowed and when to be dismissed. This has to be ascertained after evaluating factual matrix of any such



given case, the stand taken in the pleadings, the nature of the document and its relevancy and reason assigned for belated filing.

32. Importantly, as noted above, procedure cannot be an obstacle in dispensation of justice.

xxx xxx xxx”

(Emphasis Supplied)

32. Thus, a reading of the decisions of the Court in *Agva Healthcare (Supra)* and *Darrameks Hotels (Supra)*, shows that the word “reasonable cause” is elastic and requires a lower degree of proof as compared to “good cause” and “sufficient cause”. Further, where the documents are essential to adjudicate the dispute, Courts have taken a lenient approach and have allowed the additional documents to be placed on record, as procedure is the handmaid of justice, provided no prejudice shall be caused to the adversary party, if the additional documents are taken on record.

33. Thus, this Court is of the view that the document no. (vi), that has been marked as *Ex. PW-2/2*, discloses payments made by the plaintiff to M/s Cembond Constructions Pvt. Ltd. for rectification works, and the same are essential to calculate the amount of compensation to be granted to the plaintiff, if the plaintiff succeeds in the present suit filed for recovery of money.

34. Likewise, document no. (vii), marked as *Ex. PW-2/3* has been filed by the plaintiff to establish the payments incurred for providing alternative accommodation to the employees evacuated from flats in the blocks in question. Thus, these payments would be relevant for deciding the quantum of compensation to be granted in favor of the plaintiff, if the plaintiff succeeds in the present suit.

35. Similarly, document no. (viii), marked as *Ex. PW-2/4* has been filed to



evidence the payments made to various agencies and third parties appointed by the plaintiff to ascertain the exact measure of defect in the structures in question, and for repair and rectification thereto as executed by the plaintiff. The said payments would give relevant insight in determining the damages in favor of the plaintiff, if the plaintiff succeeds in the present suit.

36. Thus, the document nos. (vi), (vii) and (viii) sought to be placed on record by the plaintiff are relevant for adjudication of the present case, and the same are in support of the pleadings as advanced by the plaintiff. The additional documents sought to be placed on record are not contrary to the pleadings of the plaintiff in the suit.

37. Furthermore, this Court is within its authority to permit additional documents on record, if the plaintiff gives reasonable cause for not filing documents along with the plaint. This Court notes that in paragraph 34 of the plaint, the plaintiff had disclosed at the time of filing the plaint that the repair works in the buildings in question was on-going, and the actual total costs of such repairs shall be available only after the completion of the said repair works. Further, in paragraph 48 of the plaint, it was disclosed that since the repair works in blocks A and C of the project in question was yet to start at the time of filing of the suit, the plaintiff was not in a position to include the expenditure that would be incurred for works in blocks A and B in the plaint.

38. It is further to be noted that the instant suit is at the stage of recording of evidence of plaintiff's witnesses. Therefore, no prejudice would be caused to the defendant, if the additional documents are taken on record. The defendant would have every opportunity to cross-examine the plaintiff on the said additional documents.



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39. Thus, this Court finds no impediment in permitting the document nos. (vi), (vii) and (viii) to be placed on record.

40. Accordingly, considering the submissions made before this Court, the present application is allowed, and the eight additional documents sought to be placed on record by the plaintiff, are taken on record.

41. However, considering the fact that the present application for taking the eight additional documents on record, has been filed belatedly and only when objection with regard thereto was raised on behalf of the defendant, at the time of commencement of plaintiff's evidence, the present application is allowed subject to cost of Rs. 20,000/- (Rupees Twenty Thousand Only), payable to counsel for the defendant.

42. Thus, the present application is disposed of, in the aforesaid terms.

**MINI PUSHKARNA
(JUDGE)**

FEBRUARY 27, 2026