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

% *Date of Decision: 30th July, 2025*

+ CM(M) 1393/2025 & CM APPL. 45847-45848/2025

AJAY KUMAR MAURYA

.....Petitioner

Through: Mr. Vidur Kamra, Advocate.

versus

SURAJ CHAUDHARY & ORS. & ORS.

.....Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. Petitioner is plaintiff before the learned Trial Court and is aggrieved by order dated 03.06.2025 whereby his application moved under Order I Rule 10 CPC has been dismissed.
2. The plaintiff has filed a suit seeking recovery of Rs.14,02,000/-.
3. Such recovery suit is based on one *agreement to sell* dated 24.05.2018.
4. The abovesaid agreement was between the plaintiff and the two defendants and by virtue of the abovesaid agreement, the plaintiff had agreed to purchase the property of the defendants and also paid earnest money.
5. However, defendants i.e. Mr. Suraj Chaudhary and Mr. Neeraj Chaudhary, despite the abovesaid *agreement to sell* and despite taking the earnest money, refused to take further needful action and it was in the abovesaid backdrop that the plaintiff had to file a suit seeking recovery of his earnest money.
6. Both the sides have already led their respective evidence and when the



case was at the stage of final arguments, plaintiff moved the abovesaid application under Order I Rule 10 CPC seeking impleadment of Mr. Nathan Chaudhary, father of both the abovesaid two defendants.

7. According to him, when the defendants entered into witness box, they denied having any personal knowledge of the case and deposed that the documents in question, including the written statement, had been signed by them, at the instance of their father.

8. According to plaintiff, admittedly, the *agreement to sell* is between the plaintiff and said two sons of the proposed defendants but it is also claimed that such father is also a necessary and proper party as he had received money from the plaintiff, and in this regard, the plaintiff relies upon one demand draft for a sum of Rs.6 lacs, drawn in the name of the proposed defendant.

9. The learned Trial Court, keeping in mind the overall facts of the case, came to the conclusion that the application had no merit and that the proposed defendant was not a necessary party. It also observed that the *agreement to sell* is between the plaintiff on the one side and Mr. Suraj Chaudhary and Mr. Neeraj Chaudhary on the other and, there is no reason to implead their father, for the reason that he signed as a witness, the abovesaid *agreement to sell*.

10. Obviously, merely because he signed as a witness to the abovesaid agreement would not mean that there is any liability on him.

11. Moreover, the learned Trial Court also noted that the copy of the demand draft had been shown during the course of the arguments but it was not apprised as to for what purpose, the abovesaid draft was issued and it was also not apprised whether the demand draft was honored or not.

12. Be that as it may, the stand of the parties is very clear since beginning and as already noticed, the suit in question was filed way back in the year



2018.

13. The petitioner/plaintiff was in possession of the abovesaid demand draft since beginning and if he was of the view that father of the defendants is also a necessary or a proper party, there was no one to prevent him to make specific assertion in this regard in his suit and to implead him as one of the defendants.

14. At such a belated stage, such request does not seem to have any force, particularly keeping in mind the fact that the proposed defendant is not even a party to the agreement.

15. Resultantly, finding no illegality or perversity in the impugned order, the petition is hereby dismissed *in limine*.

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

(MANOJ JAIN)
JUDGE

JULY 30, 2025/ss/js