



2026:DHC:8697



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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Reserved on: 22 September 2026

Pronounced on: 05 October 2026

CNR No. DLHC010270412019

+ CS(OS) 321/2019, I.A. 8559/2019, I.A. 9820/2019, I.A. 9822/2019 & I.A. 4360/2022

RACHNA MALHOTRA & ANR.Plaintiffs

Through: Ms. Zehra Khan and Ms.
Nishka Sharma, Advs.

versus

SMT. JASBIR KAUR & ORS.Defendants

Through: Mr. Tushar Mahajan and
Mr. Tanmay S Surana,
Advs.

CORAM:

HON'BLE MR. JUSTICE VINOD KUMAR

ORDER

% **05.10.2026**

VINOD KUMAR, J.

I.A. 4361/2022 (Amendment Of The Complaint)

1. This is an application filed by the plaintiff under Order VI Rule 17 read with Order I Rule 10 and Section 151 of Civil Procedure Code, 1908, (hereinafter, "CPC") seeking amendment of the complaint and impleadment of additional defendants. Before advertizing to the merits of the application, it is important to provide brief facts of the present suit.

2. The present suit has been instituted by the plaintiffs



praying for a decree of declaration, permanent injunction and possession in respect of property ie. Premises No. 53, Silver Park, Chander Nagar, New Delhi – 110051 (in short suit property).

3. As per the original plaint filed by plaintiffs, defendants no 9 and 10 approached the plaintiffs with an offer to sell the suit property for a total sale consideration of Rs. 64,65,000/-. The deal was finalised and a sale deed was executed between the parties and registered with the Sub-Registered-VIII, Delhi on 28.09.2012.

4. In December, 2018, plaintiffs came to know that the suit property had been trespassed and encroach by unknown persons. Upon making inquiry, the plaintiffs came to know that defendant no 9 and 10 had sold the suit property in three separate portions by executing three separate sale deeds. The Para 7 of the original plaint, which contains the details of these sale deeds is reproduced below:-

“7. The Plaintiffs immediately approached the office of the Sub Registrar-VIII, Defendant No. 11 and was shocked to learn that Defendants No. 9 and 10 had:

(i) Vide Sale Deed dated September 22, 2015 executed by Defendant Nos. 9 and 10 in favour of Smt. Jasbir Kaur, w/o Sh. Kuljeet Singh, (arrayed as Defendant No. 1 herein) and Sh. Harvinder Singh, s/o Sh. Kuljeet Singh (arrayed as Defendant No. 2 herein), Defendants No. 9 and 10 had illegally sold a portion measuring about 60 sq yds., out of the Suit Property.

(ii) Vide another Sale Deed dated April 24, 2016 executed by Defendant Nos. 9 & 10 in favour of Smt. Shashi Bala, w/o Sh. Chandermohan (arrayed as Defendant No. 3 herein) and Sh. Chandermohan, s/o Sh. Keemti Lai (arrayed as Defendant No. 4 herein), Defendants No. 9



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and 10 illegally sold a further portion, admeasuring about 60 sq yds., out of the Suit Property.

(iii) Lastly, vide Sale Deed June 17, 2016 executed by Defendant Nos. 9 & 10 in favour of Sh. Vishal Arora, s/o Sh. Naveen Kumar (arrayed as Defendant No. 5 herein), Sh. Sanjay Kumar, s/o Sh. Vasdev (arrayed as Defendant No. 6 herein), Sh. Jitender Pruthi, s/o Sh. Sant Lai (arrayed as Defendant No. 7 herein), and Sh. Vijay Kumar, s/o Sh. Sushil Kumar (arrayed as Defendant No. 8 herein). Defendants No. 9 and 10 had illegally sold the remaining portion measuring about 80 sq. yds., out of the Suit Property.”

5. The Plaintiff no. 1, thus, made a representation dated January 10, 2019 to the East Delhi Municipal Corporation (hereinafter, “EDMC”), bringing to its notice the alleged illegal and unauthorised construction being carried out by Defendant Nos. 1 to 8 at the suit property, pursuant to which the EDMC issued a work stop notice dated 01.02.2019.

6. After coming to know about these sale deeds from the office of Sub-Registered-VIII, Delhi, the plaintiff no. 1 lodged an FIR at Police station, Jagat Puri under Section 420 read with Section 34 of Indian Penal Code, 1860, bearing FIR no. 28/2019 on 13.02.2019.

7. Thereafter, the plaintiff approaches this court by filing the present suit against the defendants with the following prayer:-

“Wherefore, in light of the facts and circumstances aforementioned, this Hon'ble Court may be pleased to:

i. Pass a decree of declaration that each of the Sale Deeds dated September 22, 2015, April 26, 2016, and June 17, 2016 executed by Defendants No. 9 and 10 in favour of the Defendant Nos. 1 to 8, and which were subsequently illegally registered by Defendant No. 11, are null, void ab initio and non-est in law;

ii. Pass a decree of permanent injunction against the Defendants No. 1 to 10 restraining them from directly or indirectly creating any third party rights and interests in



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the Suit Property;

iii. Pass a decree of possession in favour of the Plaintiffs in respect of the Suit Property, being property admeasuring 200 sq. yds. Bearing Premises No. 53, Silver Park, Chander Nagar, New Delhi-110051;

iv. Pass a decree of mandatory injunction against Defendants No. 1 to 8 to deliver up each of their original registered sale deeds to Defendant No. 11 for cancellation and other necessary compliance;

v. Pass any such other order(s) as this Hon'ble Court may deem fit in the interests of justice.”

8. During the pendency of this suit, plaintiffs came to know that defendant no. 5 to 8 had sold their 80 sq. yds. portion forming part of the suit property to the defendant no 12 to 22. It is further submitted that Defendant nos. 14 and 21 had subsequently sold their respective shares in the Suit Property to Defendant No. 23 and 24.

9. As per this application, while visiting the Suit Property, the Plaintiffs found a notice issued by Punjab National Bank (i.e., the proposed Defendant No. 25) affixed to the Suit Property, indicating that Defendant no. 9 and 10 had obtained a loan against the Suit Property.

10. Accordingly, the plaintiffs submit in this application that the memo of parties requires amendment by impleading Defendant no. 12 to 25 as per the proposed amended memos of the parties in the present suit. It is further submitted that para 7(iii), 8, 18 and 22 as well as the prayer clause of the original plaint also requires amendments. The amendments as prayed are reproduced below:-

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(iii) Lastly, vide Sale Deed June 17, 20165 executed by



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Defendant Nos. 9 & 10 in favour of Sh. Vishal Arora, s/o Sh. Naveen Kumar (arrayed as Defendant No. 5 herein), Sh. Sanjay Kumar, s/o Sh. Vasdev (arrayed as Defendant No. 6 herein), Sh. Jitender Pruthi, s/o Sh. Sant Lal (arrayed as Defendant No. 7 herein), and Sh. Vijay Kumar, s/o Sh. Sushil Kumar (arrayed as Defendant No. 8 herein), Defendants No. 9 and 10 had illegally sold the remaining portion measuring about 80 sq. yds., out of the Suit Property.

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8A. Upon further enquiry, the Plaintiffs learnt that Defendant Nos. 5 to 8 had:

(i) Vide Sale Deed dated January 22, 2016 executed by Defendant Nos. 5 to 8 in favour of Ms. Zoya, d/o Moinuddin (arrayed as Defendant No. 12 herein), Defendant Nos. 5 to 8 had illegally sold a portion measuring 40 sq. yds. of built up First Floor, out of their portion of the Suit Property.

(ii) Vide Sale Deed dated January 25, 2016 executed by Defendant Nos. 5 to 8 in favour of Mr. Rohtash Singh, s/o Sh. Hari Singh (arrayed as Defendant No. 13 herein), Defendant Nos. 5 to 8 had illegally sold a portion measuring 40 sq. yds. of built-up First Floor, out of their portion of the Suit Property.

(iii) Vide Sale Deed dated January 25, 2016 executed by Defendant Nos. 5 to 8 in favour of Smt. Neha Thakur, w/o Shri Parnav Kumar Thakur (arrayed as Defendant No. 14 herein), Defendant Nos. 5 to 8 had illegally sold a portion measuring 40 sq yds. of Second Floor, out of their portion of the Suit Property.

(iv) Vide Sale Deed dated February 22, 2016 executed by Defendant Nos. 5 to 8 in favour of Mr. Radhey Shyam, s/o Late Sh. Banarsi Lal (arrayed as Defendant No. 15 herein) and Mrs. Mamta, w/o Mr. Radhey Shyam (arrayed as Defendant No. 16 herein), Defendant Nos. 5 to 8 had illegally sold a portion measuring 40 sq. yds. of built-up Upper Ground Floor, out of their portion of the Suit Property.

(v) Vide Sale Deed dated March 4, 2016 executed by Defendant Nos. 5 to 8 in favour of Mrs. Kalpna, w/o Sh. Swami Prasad Sharma (arrayed as Defendant No. 17 herein), Defendant Nos. 5 to 8 had illegally sold a portion measuring 40 sq. yds. of built-up Third Floor with roof rights, out of their portion of the Suit Property.

(vi) Vide Sale Deed dated March 11, 2016 executed by



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Defendant Nos. 5 to 8 in favour of Ms. Varsha Rani alias Varsha Arora, d/o Shri Lajpat Rai (arrayed as Defendant No. 18 herein), Defendant Nos. 5 to 8 had illegally sold a portion measuring 29 sq. yds. of Ground Floor, out of their portion of the Suit Property.

(vii) Vide Sale Deed dated March 16, 2016 executed by Defendant Nos. 5 to 8 in favour of Mrs. Simmi Khullar, w/o Sh. Raiiv Khullar (arrayed as Defendant No. 19 herein), Defendant Nos. 5 to 8 had illegally sold a portion measuring 40 sq. yds. of built-up Upper Ground Floor, out of their portion of the Suit Property.

(viii) Vide Sale Deed dated March 18, 2016 executed by Defendant Nos. 5 to 8 in favour of Mrs. Manjeet Kaur, w/o Sh. Kalyan Singh (arrayed as Defendant No. 20 herein), Defendant Nos. 5 to 8 had illegally sold a portion measuring 29 sq. yds. of built-up Ground Floor, out of their portion of the Suit Property.

(ix) Vide Sale Deed dated March 21, 2016 executed by Defendant Nos. 5 to 8 in favour of Smt. Soni Kumari, w/o Shri Vicky Kumar Prasad (arrayed as Defendant No. 21 herein), Defendant Nos. 5 to 8 had illegally sold a portion measuring 40 sq. yds. of Second Floor, out of their portion of the Suit Property.

(x) Vide Sale Deed dated May 17, 2017 executed by Defendant Nos. 5 to 8 in favour of Smt. Ayushi Jain, w/o Shri Sachin Jain (arrayed as Defendant No. 22 herein), Defendant Nos. 5 to 8 had illegally sold a portion measuring 40 sq. yds. of Third Floor with roof rights, out of their portion of the Suit Property.

8B. Upon further enquiry, the Plaintiffs found out that:

(i) Defendant No. 14, vide Sale Deed dated December 6, 2017 executed by Defendant No. 14 in favour of Ms. Ankita Sharma, d/o Shri Praveen Kumar Sharma (arrayed as Defendant No. 23 herein), had illegally sold a portion measuring 40 sq. yds. of built-up Second Floor, out of their portion of the Suit Property.

(ii) Defendant No. 21, vide Sale Deed dated April 9, 2018 executed by Defendant No. 21 in favour of Smt. Seema Chouhan, w/o Shri Aiay Chouhan (arrayed as Defendant No. 24 herein), had illegally sold a portion measuring 40 sq. yds. of built-up Second Floor, out of their portion of the Suit Property.

8C. That each of the Sale Deeds executed by Defendant Nos. 5 to 8 and registered by Defendant No. 11 in favour of Defendant Nos. 12 to 22, and the Sale Deeds executed



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by Defendant Nos. 14 and 21 and registered by Defendant No. 11 in favour of Defendant Nos. 23 and 24 respectively are void ab initio since Defendant Nos. 5 to 8, 14 and 21 had no right in the Suit Property.

8D. Recently, while visiting the Suit Property, the Plaintiffs saw a Possession Notice affixed on the Suit Property by Defendant No. 25, i.e., Punjab National Bank purportedly on the basis of a loan taken by Defendants No. 9 and 10. Since details of the loan transaction are not available with the Plaintiffs, the Plaintiffs are filing an accompanying application under Order 2 Rule II CPC seeking leave to sue Defendant No. 25 for appropriate relief.

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18.

The cause of action further arose when the Plaintiffs learnt from the office of Defendant No. 11 that Defendant Nos. 5 to 8 had fraudulently executed Sale Deeds in favour of Defendant Nos. 12 to 22, which were registered by Defendant No. 11. The cause of action further arose when the Plaintiff found from the office of Defendant No. 11 that Defendant Nos. 14 and 21 had fraudulently executed Sale Deeds in favour of Defendant Nos. 23 and 24 respectively.

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22. That the above valuation for the purposes of Court fees and jurisdiction is arrived at as follows:

Relief Sought	Valuation for the purpose of court fees (Rupees)	Valuation for the purpose of jurisdiction (Rupees)	Court Fees Affixed (Rupees)
A decree of declaration that each of the Sale Deeds Dated January 22, 2016, January 25, 2016, January 25, 2016, February 22, 2016, March 4, 2016, March 11, 2016, March 12, 2016, March 16, 2016, March 18, 2016, March 21, 2016 and May 17, 2017 executed by Defendant Nos. 5 to	2000	2000	200



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8 in favour of the Defendant Nos. 12 to 22 and each of the Sale Deeds dated December 62 2017 and April 9, 2018 executed by Defendant Nos. 14 and 21 in favour of the Defendant Nos. 23 and 24, and which were subsequently illegally registered by Defendant No. 11, are null, void ab initio and non-est in law			
A decree of permanent injunction against the Defendants No. 1 to 1025 restraining them from directly or indirectly creating any third party rights and interests in the Suit Property;	1000	1000	100
A decree of mandatory injunction against Defendants No. 1 to 824 to deliver up each of their original registered sale deeds to Defendant No. 11 for cancellation and other necessary compliance.	1000	1000	100
Total	2,10,046,000/-	2,10,046,000/-	2,10,4600/-

PRAYER

Wherefore, in light of the facts and circumstances aforementioned, this Hon'ble Court may be pleased to:

.....

i.a. Pass a decree of declaration that each of the Sale Deeds dated January 22, 2016, January 25, 2016, January 25, 2016, February 22, 2016, March 4, 2016, March 11, 2016, March 16, 2016, March 18, 2016, March 21, 2016 and May 17, 2017 executed by Defendant Nos. 5 to 8 in favour of the Defendant Nos. 12 to 22, and which were subsequently illegally registered by Defendant No. 11, are



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null, void ab initio and non-est in law;
i.b. Pass a decree of declaration that each of the Sale Deeds dated December 6, 2017 and April 9, 2018 executed by Defendant Nos. 14 and 21 in favour of the Defendant Nos. 23 and 24 respectively, and which were subsequently illegally registered by Defendant No. 11, are null, void ab initio and non-est in law;
ii. Pass a decree of permanent injunction against the Defendants No. 1 to 1025 restraining them from directly or indirectly creating any third party rights and interests in the Suit Property;
.....
iv. Pass a decree of mandatory injunction against Defendants No. 1 to 824 to deliver up each of their original registered sale deeds to Defendant No. 11 for cancellation and other necessary compliance;
.....”

11. Hence, applicants-plaintiffs seek amendment of the plaint.

REPLY TO THE APPLICATION

12. Learned counsel for the defendants opposed this application on the ground that the application had caused confusion by mixing up the sequence and incorrectly mentioning the sequence of the proposed defendants. It is further submitted that the sale deeds were signed and registered by the defendant no. 12 to 24 between 2016 and 2018, and that there is delay of six years in filing of this application. As per limitation Act, 1963 and Order VI Rule 18 CPC, such amendment could be permitted within three years and, therefore, the application is barred by limitation.

13. Relying upon the judgement passed by Madhya Pradesh High Court in the case of **Pahelwan Singh and Ors. vs. Leela Bai and Ors.**, AIR 1998 MP 152, learned counsel for the defendants submitted that the plaintiffs could not implead all the proposed defendants and challenge the various sale deeds in a



single suit. The relevant para of the said judgement is reproduced below:-

“10. I am of the opinion that the course adopted by the plaintiffs in filing one single suit challenging ten transactions of sales made in favour of different persons would be bad in view of the provisions of Order II Rule 3 of C.P.C. Had the sale been made in favour of one person on different dates, something could have been said in favour of the plaintiff. In this case the sale is to different persons on different dates of different portions of land. As such, the suit as filed would be bad and misjoinder of cause of action.”

14. Accordingly, it is prayed that application for amendment of plaint and addition of proposed defendants be dismissed.

OPINION OF THE COURT

15. After considering the submissions of the parties, this court find that there is no dispute that the limitation for seeking cancellation or setting aside of an instrument is governed by Article 59 of the Limitation Act, 1963, which is a period of three years from the date when the facts entitling the plaintiffs to have the instrument cancelled or set aside first become known to him. The table showing Article 59 of the Limitation Act, 1963 is under:-

<i>Description of suit</i>	<i>Period of limitation</i>	<i>Time from which period begins to run</i>
<i>59. To cancel or set aside an instrument or decree or for the rescission of a contract.</i>	<i>Three years</i>	<i>When the facts entitling the plaintiff to have the instrument or decree cancelled or set aside or the contract rescinded <u>first become known to him</u>.</i>

16. It appears that the plaintiffs came to know of those sale deeds quite late, after filing of the suit, that defendants no. 5 to 8



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had executed sale deeds in respect of the suit property in favour of defendants no. 12 to 22 and then defendants no. 14 and 21 had thereafter executed sale deeds of their respective shares to defendants no. 23 and 24. Here, Section 21 of the Limitation Act, 1963, comes to the rescue of the plaintiffs, which empowers the Court to count limitation even from the retrospective date. The circumstances in which such retrospective effect can be granted are required to be examined in the facts and circumstances of the present case. The Section 21 of the Limitation Act, 1963 is reproduced below:-

“21. Effect of substituting or adding new plaintiff or defendant.—

(1) Where after the institution of a suit, a new plaintiff or defendant is substituted or added, the suit shall, as regards him, be deemed to have been instituted when he was so made a party:

Provided that where the court is satisfied that the omission to include a new plaintiff or defendant was due to a mistake made in good faith it may direct that the suit as regards such plaintiff or defendant shall be deemed to have been instituted on any earlier date.

(2) Nothing in sub-section (1) shall apply to a case where a party is added or substituted owing to assignment or devolution of any interest during the pendency of a suit or where a plaintiff is made a defendant or a defendant is made a plaintiff.”

17. The scope and applicability of the aforesaid provision came up for consideration before the Hon’ble Supreme Court of India in ***Karuppaswamy v. C. Ramamurthy***, (1993) 4 SCC 41.

The relevant paras of the said judgment are reproduced below:-

“3. Learned counsel for the parties cited before us case-law bred in various High Courts of the country on the subject of procedural law under the Civil Procedure Code as to whether a suit filed against a dead person is non est



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and whether that dead person impleaded could be substituted by his heirs and legal representatives or be added as parties to the suit. Having heard them and having pondered over the matter, we are of the opinion that those questions do not seriously arise, when we see the sweep of the relevant provision under the Act, governing the subject, unamended and amended. That provision under the Indian Limitation Act, 1908, was Section 22 which read as follows:

“Effect of substituting or adding new plaintiff or defendant.— Where, after the institution of a suit, a new plaintiff or defendant is substituted or added, the suit shall, as regards him, be deemed to have been instituted when he was so made a party.

(2) Nothing in sub-section (1) shall apply to a case where a party is added or substituted owing to an assignment or devolution of any interest during the pendency of a suit or where a plaintiff is made a defendant or a defendant is made a plaintiff.”

Now under the Limitation Act, 1963, it is Section 21 which reads as follows:

“21. Effect of substituting or adding new plaintiff or defendant. — (1) Where after the institution of a suit, a new plaintiff or defendant is substituted or added, the suit shall, as regards him, be deemed to have been instituted when he was so made a party:

Provided that where the court is satisfied that the omission to include a new plaintiff or defendant was due to a mistake made in good faith it may direct that the suit as regards such plaintiff or defendant shall be deemed to have been instituted on any earlier date.

(2) Nothing in sub-section (1) shall apply to a case where a party is added or substituted owing to assignment or devolution of any interest during the pendency of a suit or where a plaintiff is made a defendant or a defendant is made a plaintiff.”

4. A comparative reading of the proviso to sub-section (1) shows that its addition has made all the difference. It is also clear that the proviso has appeared to permit correction of errors which have been committed due to a mistake made in good faith but only when the court permits correction of such mistake. In that event its effect is not to begin from the date on which the application for the purpose was made, or from the date of permission but from the date of the suit, deeming it to have been correctly instituted on an earlier date than the date of making the



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application. The proviso to sub-section (1) of Section 21 of the Act is obviously in line with the spirit and thought of some other provisions in Part III of the Act such as Section 14 providing exclusion of time of proceeding bona fide in court without jurisdiction, when computing the period of limitation for any suit, and Section 17(1) providing a different period of limitation starting when discovering a fraud or mistake instead of the commission of fraud or mistake. While invoking the beneficial proviso to sub-section (1) of Section 21 of the Act an averment that a mistake was made in good faith by impleading a dead defendant in the suit should be made and the court must on proof be satisfied that the motion to include the right defendant by substitution or addition was just and proper, the mistake having occurred in good faith. The court's satisfaction alone breathes life in the suit.

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7. A later judgment of this Court reported in **Munshi Ram v. Narsi Ram [(1983) 2 SCC 8 : AIR 1983 SC 271]** being under the Limitation Act, 1963 is more to the point. Thus the appellant filed a suit for possession of a piece of land in exercise of his right of pre-emption against respondents 1 and 2 alleging that they had purchased the land from his father under a registered sale deed dated May 16, 1977 in total disregard of his right of pre-emption. It was stated in the plaint that the cause of action arose on May 16, 1977 and hence the suit filed on January 29, 1978 was in time. Certified copy of sale deed was also filed along with the plaint. In the certified copy of sale deed there was mention of only respondents 1 and 2 as vendees. In the written reply filed on May 17, 1978 one of the pleas was that all the vendees were not impleaded and hence the suit being for partial pre-emption was liable to be dismissed. On June 14, 1978, the Court proceeded to frame issues. In that course when the original sale deed was read it transpired that one 'M' was also a vendee along with respondents 1 and 2. On the next day itself the appellant filed an application to implead 'M' and prayed for amendment of plaint stating June 16, 1977 also as the date of cause of action on which day according to him the possession of land was delivered to the vendees. The amendment was sought to save the suit from bar of limitation prescribed by Article 97 of Limitation Act. The suit and application were dismissed as also the first appeal and the second appeal before High Court. This Court held that the omission to implead 'M' as defendant



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was due to a mistake. The mistake was made in good faith and hence the proviso to sub-section (1) of Section 21 of the Act would apply and the suit deemed to have been filed on January 29, 1978 against 'M' and thus it would be within time as required by Article 97. The decision of the High Court was thus reversed. It was also opined that 'M' being a necessary party had to be impleaded under Order 1 Rule 10 CPC, to enable the court effectually and completely to adjudicate upon and settle all the questions involved in the suit.

8. Thus in our opinion the course set out in Munshi case [(1983) 2 SCC 8 : AIR 1983 SC 271] is attracted to the instant case since the High Court has found that the plaintiff-respondent had acted in good faith and had committed mistake in that frame of mind. Munshi case [(1983) 2 SCC 8 : AIR 1983 SC 271] in our view, should clear the way in favour of the plaintiff-respondent, ending in dismissal of this appeal."

18. In the present case, the suit property was sold time and again, which appears to have happened behind the back of plaintiffs. Therefore, the plaintiffs are entitled to seek annulment of all these successive sale deeds in order to protect and secure their right in respect of the suit property.

19. It is to be noted that all these proposed defendants are necessary and proper parties to the suit because if the sale deed executed by defendant no. 9 and 10 in favour of defendant no. 1 to 8 is held to be illegal or invalid, it will seriously affect the legality and validity of the subsequent sale deeds executed by defendant no. 5 to 8, 14 and 21 in favour of defendant no. 12 to 24. The presence of the proposed defendants is, therefore, necessary not only for the effective and complete adjudication of the disputes involved in the suit but also the same would be in interest of proposed defendants.



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20. The proposed defendant no. 25 (ie. Punjab National Bank) also needs to be impleaded as a party, as the bank is stated to have advanced a loan to Defendant no. 9 and 10. Therefore, it has an interest in suit property in question, as stated in the amendment application.

21. Accordingly, the amendment application is allowed and it is also directed that the proposed parties may be impleaded as defendants.

22. It is further directed that in light of section 21 of the Limitation Act, 1963, the suit against the proposed defendants shall be deemed to have been instituted on the date of filing of the original suit.

23. Application is disposed of.

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24. Learned counsel for the plaintiff submits that there is a need to file fresh serial numbers of the defendants. In view of the impleadment of the new defendants, it is submitted that previously seven defendants had been impleaded, and therefore, an appropriate amended memo of parties, along with corresponding references in the amended plaint is also required to be filed

25. Accordingly, it is prayed that a fresh amended plaint be allowed to be filed along with a fresh memo of parties.

26. Request is allowed. Let the same be filed within two weeks.

27. Issue summons of the amended suit and notice of pending



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applications to all the defendants through all permissible modes on filing of process fee and copies as per DHC rules.

28. List the case before Joint Registrar on 17.11.2026 for completion of pleadings.

VINOD KUMAR, J

OCTOBER 05, 2026/vb/Sanskar