$~

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

% *Judgment reserved on: 30.09.2026*
Judgment pronounced on: 19.11.2026
Judgment uploaded on: 19.11.2026

CNR No. DLHC010296792021

\+ **CS(OS) 453/2021 & I.A. 12395/2021, I.A. 12398/2021**

MR. SAHIL VIRMANI & ANR. .....Petitioner

Through: Counsel (*appearance not given*)

versus

MR. KARAN GAMBHIR & ORS. .....Respondent

Through: Mr. Gaurav Gupta and Mr. Thakur Ankit Singh, Advocates for the defendant/ appellant

CORAM:
HON'BLE DR. JUSTICE SWARANA KANTA SHARMA

JUDGMENT

DR. SWARANA KANTA SHARMA, J.

O.A. 231/2026 (setting aside order dated 29.04.2026 passed by JR)

1. The present chamber appeal has been filed under Rule 5 of Chapter II of the Delhi High Court (Original Side) Rules, 2018, by defendant no. 1/appellant, challenging the order dated 29.04.2026 [hereafter '**impugned order**'] passed by the learned Joint Registrar (Judicial) in the captioned suit, CS(OS) 453/2021, whereby the Written Statement and the Affidavit of Admission/Denial of

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

Documents filed on behalf of defendant no. 1 were struck off the record on account of non-payment of costs of ₹25,000/- payable to the plaintiffs pursuant to the order dated 27.08.2025 passed by this Court.

2. The suit, being CS(OS) 453/2021, has been filed by the plaintiffs seeking, *inter alia*, permanent and mandatory injunction, declaration and damages in respect of certain allegedly defamatory statements made by defendant no. 1 in media interviews concerning disputes pending before the NCLT, NCLAT and the Hon'ble Supreme Court. The plaintiffs had relied upon a video recording of the interview, which, according to defendant no. 1, was not supplied to him despite directions issued by the learned Joint Registrar. Defendant no. 1 claims to have received the complete set of the plaint and documents, including the said video, only in May 2023, whereafter he filed his Written Statement on 02.09.2023. The Written Statement, however, remained under defects and, *vide* order dated 16.07.2024, the right of defendant no. 1 to file the Written Statement was forfeited by the learned Joint Registrar. Aggrieved thereby, defendant no. 1 preferred O.A. No. 63/2025 before this Court.

3. *Vide* order dated 27.08.2025 passed in O.A. No. 63/2025, this Court directed that the Written Statement, which had been filed within the prescribed period but had remained under objections on account of reasons attributed to the former counsel, be taken on record, subject to payment of costs of ₹30,000/-, comprising

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

₹25,000/- payable to the plaintiffs and ₹5,000/- payable to the Delhi High Court Legal Services Committee (DHCLSC), within seven working days. In compliance thereof, defendant no. 1 deposited ₹5,000/- with the DHCLSC on 03.09.2025 and handed over two cheques dated 02.09.2025, for ₹12,500/- each, to the learned counsel for the plaintiffs towards the remaining costs of ₹25,000/-. The learned Joint Registrar, *vide* order dated 13.10.2025, recorded that proof of payment of the entire costs of ₹30,000/- had been filed on behalf of defendant No. 1.

4. The aforesaid two cheques were presented for encashment by the plaintiffs on 07.11.2025 but were returned unpaid. The issue of dishonour was brought to the notice of the learned Joint Registrar on 23.01.2026, when defendant no. 1 was directed to make good the payment. On 29.04.2026, the learned counsel for defendant no. 1 expressed his willingness to pay the outstanding amount of ₹25,000/- by way of a fresh cheque on the same day. However, the learned counsel for the plaintiffs declined to accept the same, whereafter the learned Joint Registrar passed the impugned order striking off the Written Statement and the Affidavit of Admission/Denial of Documents from the record. Aggrieved thereby, defendant no. 1 has preferred the present appeal.

5. The impugned order dated 29.04.2026 is set out below:

> "...**CS(OS) 453/2021**
>
> 1. **Pleadings qua defendant no. 4 are already complete.**
>
> 2. Further, vide orders dated 16.07.2024 & 13.10.2025, the

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

right of defendant no. 2&3 respectively to file Written Statement was directed to be forfeited.

3. Vide order dated 27.08.2025, the Hon'ble Court directed that the Written Statement filed by the defendant no.1 be taken on record subject to the cumulative costs of Rs.30,000/-, out of which a sum of Rs.25,000/- be paid to the plaintiffs and a sum of Rs.5,000/- be deposited in Delhi High Court Legal Services Committee.

4. The Written Statement as well as the Affidavit of Admission/Denial of documents has been filed on behalf of defendant no. 1 is already on record.

5. As per office note, the original cheque of cost along with the return memo has also been filed on behalf of plaintiff.

6. Learned counsel for plaintiffs submitted on the last date of hearing that the cheque handed over by the defendant no. 1 towards payment of costs, in terms of order of the Hon'ble Court dated 27.08.2025 has been dishonoured and despite intimation, the said cost remains unpaid by the defendant no. 1 till date.

7. Learned counsel for the defendant no. 1 submits that no intimation or copy of the cheque and return memo was received from the learned counsel for the plaintiffs and the defendant no. 1 is willing to pay the said costs by way of cheque even today. *Per contra*, learned counsel for plaintiffs submits that he is not willing to accept the said cost.

8. Vide order dated 27.08.2025, passed by the Hon'ble Court, seven days time was granted to defendant no. 1 to pay the said cost. As per record, only proof of cost of Rs. 5,000/- deposited with Delhi High Court Legal Services Committee is on record. Since, defendant no. 1 has failed to comply with the directions of the Hon'ble Court issued vide order dated 27.08.2025, **the Written Statement along with the Affidavit of Admission/Denial of documents, filed on behalf of defendant no. 1 is struck off the record.**

9. As per record, e-copy of Joint Schedule of the documents has already been filed by the plaintiff. Physical copy of the same be filed by the plaintiff, before the next date of hearing.

10. Further, as per office note, physical copies of the documents have been filed on behalf of plaintiff. 11. Defendant no. 4 is directed to file physical copy of the documents of

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

which e-copy already filed on record, if not filed earlier, before the next date of hearing.

12. Re-notify the matter for marking of exhibits to the documents on 25.08.2026..."

6. Assailing the impugned order, the learned counsel appearing for defendant no. 1/appellant argued that such order has resulted in an unduly harsh consequence, particularly when this Court had already directed the Written Statement to be taken on record *vide* order dated 27.08.2025. It is submitted that defendant no. 1 had substantially complied with the said order by depositing ₹5,000/- with the DHCLSC and handing over two cheques of ₹12,500/- each to the plaintiffs' counsel within the stipulated period. The subsequent dishonour of the cheques was neither deliberate nor wilful. It is pointed out that sufficient balance was available in the appellant's account when the cheques were issued and that the shortfall arose only subsequently and was rectified on 08.11.2025, immediately after the cheques were presented and dishonoured. It is further argued that neither defendant no. 1 nor his counsel was informed about the dishonour of the cheques, and the original cheques were also not returned to him. Despite the same, upon the issue being brought to the notice of the learned Joint Registrar, the appellant expressed his willingness to make good the payment of ₹25,000/- by issuing fresh cheques, including on 29.04.2026. However, the plaintiffs declined to accept the payment. It is, thus, contended that the appellant's *bona fide* conduct and willingness to comply with the order ought to have been considered before passing an order striking off the Written

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

Statement. The learned counsel further submits that the learned Joint Registrar could not have effectively undone the order dated 27.08.2025 passed by this Court, whereby the Written Statement had already been directed to be taken on record. It is contended that the Written Statement had been filed within the prescribed period and had remained under objections for reasons attributable to the former counsel. The appellant had, therefore, already secured an order permitting the Written Statement to be taken on record, and its subsequent removal on account of the failure of the cheques to be encashed was not warranted, particularly when the appellant continued to be willing to pay the outstanding costs. It is also argued that striking off the Written Statement would cause serious prejudice to defendant no. 1, as he would be deprived of an opportunity to place his defence on record and contest the suit on merits, including on issues relating to defamation, territorial jurisdiction and the damages claimed by the plaintiffs. On the other hand, no prejudice would be caused to the plaintiffs if the Written Statement is restored, subject to the appellant being directed to deposit or pay the outstanding amount of ₹25,000/- within such time as this Court may consider appropriate. The learned counsel, therefore, prays that the impugned order dated 29.04.2026 be set aside and the Written Statement along with the Affidavit of Admission/Denial of Documents be restored on record, subject to such terms as this Court may deem appropriate.

7. The learned counsel appearing for the plaintiffs, on the other

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

hand, opposes the present appeal and argues that the appellant had failed to comply with the condition imposed by this Court vide order dated 27.08.2025. It is contended that the handing over of cheques could not be treated as payment of costs, particularly when the said cheques were subsequently dishonoured and the plaintiffs had not received the amount of ₹25,000/-. It is further submitted that the appellant was duly represented when the dishonour of the cheques was brought to the notice of the learned Joint Registrar on 23.01.2026, and despite the direction issued on that date, no payment was made for more than three months. The learned counsel also contends that the appellant could not seek to avoid the consequences of his own default merely by expressing willingness to issue fresh cheques on 29.04.2026, particularly when the costs had remained unpaid despite sufficient opportunity. It is, therefore, submitted that the learned Joint Registrar had rightly struck off the Written Statement and Affidavit of Admission/Denial, and no interference with the impugned order is warranted.

8. This Court has **heard** arguments on behalf of the plaintiff as well as the defendant no. 1 has perused the material available on record.

9. The principal issue which arises for consideration in the present appeal is whether, in the facts and circumstances of the case, the failure of defendant no. 1 to ensure encashment of the cheques towards payment of costs of ₹25,000/- necessitated the striking off of

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

his Written Statement and Affidavit of Admission/Denial of Documents. The appellant/defendant no. 1 contends that he had taken steps towards compliance with the order dated 27.08.2025 passed by this Court, and that the subsequent dishonour of the cheques was neither deliberate nor wilful. It is further contended that, when the matter was taken up on 29.04.2026, the appellant had expressed his willingness to make good the outstanding amount by issuing a fresh cheque, but the plaintiffs had declined to accept the same.

10. Before adverting to the subsequent events, it would be appropriate to briefly notice the circumstances in which the order dated 27.08.2025 came to be passed by this Court. The Written Statement in the suit had been filed by defendant no. 1 on 02.09.2023, but the same remained under objections. Earlier, *vide* order dated 02.04.2024, the learned Joint Registrar had granted a last and final opportunity to defendant no. 1 to remove the objections within two weeks, subject to payment of costs of ₹5,000/- to the DHCLSC. However, the objections were not removed and the costs were also not deposited. Consequently, *vide* order dated 16.07.2024, the learned Joint Registrar forfeited the right of defendant no. 1 to file the Written Statement.

11. Aggrieved by the aforesaid order, defendant no. 1 had preferred O.A. No. 63/2025 before this Court. *Vide* order dated 04.04.2025, this Court, after examining the reasons recorded by the learned Joint Registrar, had observed that *prima facie* there was no

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

reason to interfere with the impugned order. However, the learned counsel appearing for defendant no. 1 had submitted that the Written Statement had been filed within limitation, but the objections could not be removed due to the lapse on the part of the earlier counsel. It was further submitted that the Written Statement may be taken on record subject to imposition of reasonable costs. Taking these submissions into consideration, this Court had issued notice in the appeal.

12. Thereafter, the said appeal, i.e. O.A. No. 63/2025, was taken up for consideration on 27.08.2025. This Court noticed that the Written Statement had been filed within limitation and that the circumstances leading to the delay in removal of objections had been explained. Taking into consideration the overall facts and circumstances, this Court allowed the appeal and directed that the Written Statement be taken on record, subject to payment of cumulative costs of ₹30,000/-, comprising ₹25,000/- payable to the plaintiffs and ₹5,000/- payable to the DHCLSC. The relevant directions contained in the order dated 27.08.2025 read as under:

> "4. The instant chamber appeal is strongly opposed by learned counsel for the plaintiffs. Written statement was already filed within limitation which unfortunately remained under defects. The circumstances have been explained for not timely rectifying the defects. The suit is essentially for partition and other reliefs. Under these facts and situation is OA stands allowed.
>
> xxx
>
> 8. The order is however, subject to payment of costs of Rs.25,000/-, besides the payment of costs which has already

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

> been imposed vide order dated 02.04.2024 by the Joint Registrar (Judicial) which was to be deposited in Delhi High Court Legal Services Committee.
>
> 9. Let the cumulative costs of Rs.30,000/- be deposited within a period of seven (7) working days from today of which a sum of Rs.25,000/- be paid to the plaintiffs and a sum of Rs.5,000/- be deposited in Delhi High Court Legal Services Committee."

13. The record shows that defendant no. 1 had deposited ₹5,000/- with the DHCLSC on 03.09.2025. He also handed over two cheques, each for ₹12,500/-, dated 02.09.2025, to the learned counsel appearing for the plaintiffs. Thereafter, the order dated 13.10.2025 passed by the learned Joint Registrar records, *inter alia*, as under:

> "3. As per office note, proof of cost Rs.30,000/- (Rs.25,000/- +Rs.5,000/-) filed on behalf of defendant no.1 is on record."

14. The aforesaid observation, however, has to be understood in light of what transpired subsequently. The two cheques handed over to the plaintiffs were presented for encashment on 07.11.2025 and were returned unpaid. The factum of dishonour was brought to the notice of the learned Joint Registrar on 23.01.2026. The order passed on that date records the submission made on behalf of the plaintiffs that the cheques handed over by defendant no. 1 towards payment of costs had been dishonoured. The learned Joint Registrar had thereafter directed defendant no. 1 to ensure that the costs were paid before the next date of hearing. It was further clarified that the Written Statement and Affidavit of Admission/Denial of Documents on behalf of defendant no. 1 would be taken on record only upon

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

payment of the costs. Thus, the order dated 13.10.2025 cannot be read as recording that the entire amount of ₹30,000/- had actually been realised by the plaintiffs. It records that proof of costs had been filed on behalf of defendant no. 1, which appears to have included the documents evidencing the deposit of ₹5,000/- with the DHCLSC and the handing over of the two cheques for the balance amount of ₹25,000/-. The subsequent order dated 23.01.2026 makes it clear that the cheques had not been honoured and that the amount of ₹25,000/- had consequently not been received by the plaintiffs. The appellant, therefore, cannot be said to have fully complied with the condition imposed by this Court by order dated 27.08.2025.

15. At the same time, it is equally relevant to note that defendant no. 1 had taken steps towards compliance within the period stipulated by this Court. It had deposited the amount payable to the DHCLSC and had handed over the two cheques for the balance amount to the plaintiffs within the stipulated period. The fact that the cheques were subsequently dishonoured cannot be equated with a situation where defendant no. 1 had made no attempt whatsoever to comply with the order. The distinction between tendering the cheques and actual payment must, of course, be maintained; *nevertheless*, the steps taken by defendant no. 1 are also relevant to be considered while considering the appropriate consequence of the subsequent default.

16. There is, however, another aspect of the matter which cannot be overlooked. The order dated 23.01.2026 records that the learned

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

counsel appearing for defendant no. 1 was present when the dishonour of the cheques was brought to the notice of the learned Joint Registrar. The order does not record any submission on behalf of defendant no. 1 on that date explaining the dishonour or offering to make good the outstanding amount. Defendant No. 1, therefore, cannot contend that it remained unaware of the dishonour after 23.01.2026. Despite the direction issued on that date, the outstanding amount of ₹25,000/- remained unpaid until 29.04.2026. However, it is also clear that on the next date of hearing, i.e. 29.04.2026, the learned counsel appearing for defendant no. 1 had expressed willingness to pay the outstanding amount by way of a fresh cheque on the same day. The said request was declined by the learned counsel for the plaintiffs.

17. In above circumstances, the question before this Court is whether the aforesaid default in the present case justified the drastic consequence of striking off the Written Statement and the Affidavit of Admission/Denial of Documents. In this regard, it is necessary to bear in mind that striking off a defence is a serious consequence, as it deprives a defendant of the opportunity to place its defence before the Court. Such a course should not be adopted lightly, particularly where the default can be remedied by imposing appropriate costs and conditions.

18. The Hon'ble Supreme Court, in ***Babbar Sewing Machine Co. v. Trilok Nath Mahajan****: (1978) 4 SCC 188,* while considering the

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

power to strike out a defence under Order XI Rule 21 of the CPC, observed that the penalty prescribed under the said provision is of a highly penal nature and ought to be used only in extreme cases. The Supreme Court held that the power to strike out a defence should be exercised only where there is obstinacy or contumacy on the part of the defendant or a wilful attempt to disregard the order of the Court. The relevant observations are as follows:

> "The penalty imposed by Order XI, Rule 21 is of a highly penal nature, and ought only to be used in extreme cases, and should in no way be imposed unless there is a clear failure to comply with the obligations laid down in the rule.
>
> x x x
>
> …An order striking out the defence under Order XI, Rule 21 of the Code should, therefore, not be made unless there has been obstinacy or contumacy on the part of the defendant or wilful attempt to disregard the order of the Court. The rule must be worked with caution, and may be made use of as a last resort."

19. The aforesaid observations were made in the context of Order XI Rule 21 of CPC and the consequences of failure to comply with an order for discovery and inspection of documents. The present case does not arise under the said provision. Nevertheless, the principle that striking off a defence is a serious and penal consequence, which should be resorted to with caution and only where the circumstances justify such a measure, is relevant while examining the proportionality of the impugned order.

20. The approach to procedural defaults has also been considered by the Hon'ble Supreme Court in ***Uday Shankar Triyar v. Ram***

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

Kalewar Prasad Singh*: (2006) 1 SCC 75*. The Supreme Court observed that procedural defects and irregularities, which are capable of being cured, should not ordinarily be allowed to defeat substantive rights or cause injustice. In paragraph 17, it was held as under:

> "Non-compliance with any procedural requirement relating to a pleading, memorandum of appeal or application or petition for relief should not entail automatic dismissal or rejection, unless the relevant statute or rule so mandates. Procedural defects and irregularities which are curable should not be allowed to defeat substantive rights or to cause injustice. Procedure, a hand-maiden to justice, should never be made a tool to deny justice or perpetuate injustice, by any oppressive or punitive use."

21. The Hon'ble Supreme Court also recognised that this principle would not apply where the statute specifically prescribes the consequence of non-compliance, where the defect is not rectified despite opportunity, or where the non-compliance is deliberate or mischievous. The decision, therefore, does not mean that every procedural default must be condoned. It does, however, emphasise that the consequence imposed must be appropriate to the nature of the default and the circumstances in which it occurred.

22. The decision of the Hon'ble Supreme Court in ***Manohar Singh v. D.S. Sharma:*** *(2010) 1 SCC 53*, also merits consideration. In that case, the Supreme Court was dealing with the consequences of non-payment of costs imposed under Section 35B of the CPC. It was held that the provision does not contemplate automatic dismissal of the suit or striking off the defence merely because the costs have not been paid. It was observed that the Court retains the power, in

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

exceptional circumstances, to extend the time for payment under Section 148 of CPC, subject to further terms. The relevant observations in paragraph 6 are:

> "But the said provision will not come in the way of the court, in its discretion extending the time for such payment, in exercise of its general power to extend time under section 148 of CPC. Having regard to the scheme and object of section 35B, it is needless to say that such extension can be only in exceptional circumstances and by subjecting the defaulting party to further terms. No party can routinely be given extension of time for payment of costs, having regard to the fact that such costs under section 35B were itself levied for causing delay."

23. Applying the aforesaid principles to the facts of the present case, it is evident that defendant no. 1 cannot be absolved of its responsibility to ensure payment of the costs within the time granted by this Court. The appellant was aware of the dishonour of the cheques at least from 23.01.2026, yet did not make the payment for more than three months thereafter.

24. At the same time, the circumstances do not appear to warrant the deprivation of defendant no. 1's right to defend the suit. The Written Statement had been filed on 02.09.2023, and this Court, by order dated 27.08.2025, had considered the circumstances in which it remained under objections and had permitted it to be taken on record subject to payment of costs. Defendant no. 1 had deposited ₹5,000/- with the DHCLSC and had tendered two cheques towards the remaining amount within the stipulated period. The subsequent dishonour of the cheques resulted in non-payment of the costs, but

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

the record does not establish that the cheques were issued with the intention of defeating the order of this Court. The appellant's subsequent failure to make payment despite being informed of the dishonour is a matter which requires consideration; however, the same can be addressed by imposing further costs and requiring immediate payment of the outstanding amount. It is also material to note that on 29.04.2026, the learned counsel for the defendant no. 1 had submitted that he had not received any intimation or copy of the cheque and return memo from the learned counsel for the plaintiffs and the defendant no. 1 is willing to pay the said costs by way of cheque on the same day itself. But it is evident that these submissions have not been taken into consideration by the learned Joint Registrar while passing the impugned order.

25. Suffice it to say, the learned Joint Registrar was required to give effect to the order dated 27.08.2025 and was entitled to examine the record in that regard. However, the exercise of such power was required to be guided by the nature of the order passed by this Court, the steps taken by defendant no. 1 towards compliance, the subsequent dishonour of the cheques and the circumstances in which the outstanding amount remained unpaid.

26. It is also relevant that the plaintiffs' claim in the suit includes reliefs of permanent and mandatory injunction, declaration and damages in respect of statements allegedly made by defendant no. 1 in media interviews. Striking off the Written Statement would

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

deprive defendant no. 1 of the opportunity to place its defence on record in a suit involving such reliefs. The plaintiffs can be adequately protected by directing defendant no. 1 to pay the outstanding costs, together with additional costs for the delay and inconvenience caused to them. In the facts of the present case, such a course would meet the ends of justice without permitting defendant no. 1 to disregard the order dated 27.08.2025.

27. To conclude, this Court is of the opinion that the impugned order dated 29.04.2026 proceeds on the basis that the costs had not been paid and, therefore, the Written Statement and Affidavit of Admission/Denial were liable to be struck off. However, it does not adequately consider the fact that defendant no. 1 had deposited ₹5,000/- with the DHCLSC and had tendered the two cheques of ₹12,500/- each within the period granted by this Court; that the order dated 13.10.2025 had recorded that proof of costs had been placed on record; and that, on 29.04.2026, defendant no. 1 had expressed willingness to make good the outstanding amount. While the delay after 23.01.2026 is undoubtedly a circumstance against defendant no. 1, the impugned order does not reflect a consideration of whether the default could be remedied by imposing further costs and granting a final opportunity for payment.

28. This Court is, therefore, of the view that the consequence of striking off the Written Statement and the Affidavit of Admission/Denial, in the facts of the present case, is disproportionate

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

to the default. Accordingly, the present appeal is allowed in the following terms:

(i) The impugned order dated 29.04.2026 passed by the learned Joint Registrar in CS(OS) 453/2021 is set aside, subject to the appellant complying with the directions contained herein.

(ii) Defendant no. 1 shall now pay the outstanding amount of ₹25,000/- to the plaintiffs, by way of demand draft or electronic transfer, within two weeks from today, and furnish the receipt thereof. The payment shall not be made by way of cheque.

(iii) Defendant no. 1 shall, in addition to aforesaid, deposit further costs of ₹10,000/- with DHCLSC within two weeks from today, and furnish the receipt thereof.

(iv) Upon compliance with the aforesaid directions, the Written Statement dated 02.09.2023 and the Affidavit of Admission/Denial of Documents filed on behalf of defendant no. 1 shall stand restored on the record of the suit.

(v) Upon restoration of the Written Statement, the plaintiffs shall be at liberty to file their replication, if any, in accordance with law.

(vi) In the event defendant no. 1 fails to comply with either of the aforesaid directions within the stipulated period, the

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29

benefit of restoration granted by this order shall stand withdrawn and the Written Statement and Affidavit of Admission/Denial shall remain struck off, without any further reference to this Court.

29. It is made clear that no further opportunity shall be granted to defendant no. 1 for payment of the aforesaid amounts.

30. The appeal i.e. O.A. 231/2026 stands disposed of in the above terms.

31. The judgment be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J

NOVEMBER 19, 2026/ns

Signature Not Verified
Digitally Signed
By:ZEENAT PRAVEEN
Signing Date:19.11.2026
18:00:29