

**IN THE COURT OF Ms. NEELOFER ABIDA PERVEEN
DISTRICT JUDGE (COMMERCIAL COURT)-01
CENTRAL DISTRICT, TIS HAZARI COURTS, DELHI.**

CS (Comm.) No. 1094/2024

CNR No. DLCT01-015588-2024

Sh. Ahsanur Rahim,
S/o Sh. Fazalur Rahim,
R/o H. No. 6791, Gali Beri Wali,
Ahata Kidara, North Delhi,
Delhi – 110006.

.... Plaintiff

Versus

1. **Sh. Lavlesh Tak,**
S/o Sh. Surender Kumar Tak.
2. **Smt. Barkha Desai,**
W/o Sh. Vijay Desai.
3. **Smt. Shikha Sharma,**
W/o Sh. Varun Sharma,
All R/o 10196/3, Jhandewalan,
Near Mandir, Near Delhi – 110055.

Also at :

15-D, DDA LIG Complex,
Motia Khan, New Delhi – 110055.

4. **Sh. Kamal Tak,**
S/o Sh. Mahant Ram,
T-2628, First Floor, Ashok Nagar,
Faiz Road, Ram Nagar,
Karol Bagh, New Delhi – 110055.

5. **Smt. Kusum Lata,**
W/o Sh. Bhram Singh,
R/o 10196/3, Jhandewalan,
Near Mandir, New Delhi – 110055.

Also at :
15-D, DDA LIG Complex,
Motia Khan, Paharganj,
New Delhi – 110055.

6. **Ms. Deepika,**
D/o Smt. Pratima Tawar,
R/o 10196/3, Jhandewalan,
Near Mandir, New Delhi – 110055.

Also at :
15-D, DDA LIG Complex,
Motia Khan, Paharganj,
New Delhi – 110055.

7. **Ms. Samridhi,**
D/o Smt. Pratima Tawar,
R/o 10196/3, Jhandewalan,
Near Mandir, New Delh – 110055.

Also at :

15-D, DDA LIG Complex,
Motia Khan, Paharganj,
New Delhi – 110055.

8. **Smt. Sunita Tomar,**
W/o Sh. Omkar Singh Tomar,
R/o 10196/3, Jhandewalan,
Near Mandir, New Delh – 110055.

Also at :

15-D, DDA LIG Complex,
Motia Khan, Paharganj,
New Delhi – 110055.

9. **Smt. Shalia Qureshi,**
W/o Sh. Sabir Raza,
R/o H. No 8059, Gali Tyre Wali,
Bara Hindu Rao, Delhi – 110006.
Defendants

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ORDER
31.08.2026

This is an application of the plaintiff under order XXXIX Rules 1 & 2 read with Section 151 CPC seeking ad-interim stay in his favour and against the defendants.

1. Ld. Counsel for plaintiff submitted that the plaintiff has filed the present suit for declaration, mandatory and permanent injunction and in the alternative for recovery of a sum of

Rs.27,40,000/- plus compensation / damages against the defendants thereby restraining the defendants no. 1 to 6, their agents, legal heirs, family members, assignees, executants, employees, servants, etc from further selling, transferring, conveying or parting with the possession of the portions of the suit property and/ or creating any kind of third party interest in respect of the entire suit property that is more particularly shown in red colour in the site plan annexed herewith and further restrain the said defendants no. 1 to 6, their family members, assignees, agents, associates etc. from forcibly dispossessing the plaintiff and his family members from the portions of the suit property that as more particularly shown in green colour in the site plan forming part of the suit property i.e. Property bearing no. 4754, Ahata Kidara, Pahari Dheeraj, Sadar Bazar, Delhi -110006.

(i) That after filing of the present suit and the application under Order XXXIX Rules 1 & 2 CPC, an important development has taken place which requires immediate attention of this Hon'ble Court as the said development has created an urgent situation due to which the Plaintiff is constrained to approach this Hon'ble Court seeking immediate protection of the suit property and his rights therein. That during the pendency of the present suit, the plaintiff received Letter No.SR-I/KG/DM/ 2026/7786/882-84 dated 29.05.2026 issued by the Office of the Sub-Registrar-I, Kashmere Gate, Delhi regarding the proposed registration/execution of a Sale Deed in respect of the suit

property. Copy of the above said letter dated 29.05.2026 is being annexed herewith as Annexure P-1.

(ii) That immediately upon receipt of the said communication, the plaintiff submitted a detailed reply dated 05.06.2026 to the Sub-Registrar informing the authority about the pendency of the present suit before this Hon'ble Court and specifically apprising the concerned authority that the rights, title and interest in respect of the suit property are directly involved and subject to adjudication in the present proceeding while requesting the Sub-Registrar not to release, register or act upon any Sale Deed or conveyance document concerning the suit property until appropriate orders are passed by this Hon'ble Court as any such transfer would seriously prejudice the rights of the plaintiff and lead to multiplicity of proceedings.

(iii) That the plaintiff has been informed by the office of the Sub-Registrar that if no stay/protection order from the competent Court is produced on or before 10.06.2026, the proposed Sale Deed and other transfer documents in respect of the suit property may be registered and acted upon as such an urgent situation has arisen requiring immediate intervention of this Hon'ble Court to protect the suit property and safeguard the rights of the plaintiff. That the plaintiff has a genuine apprehension that the defendants are actively attempting to transfer, alienate or create third party interests in the suit property during the pendency of the present proceedings with a

view to frustrate the rights of the plaintiff and render the present suit infructuous.

(iv) That if the proposed Sale Deed is allowed to be registered and third-party interests are created in the suit property during the pendency of the present proceedings, the very purpose of the present suit and the pending application under Order XXXIX Rules 1 & 2 CPC may be frustrated and the plaintiff suffer irreparable loss and injury which cannot be compensated in terms of money, furthermore, it would also lead to multiplicity of litigations and further complications in adjudication of the present dispute. That the balance of convenience is also lies in favour of the plaintiff and against the defendants. Furthermore, no prejudice shall be caused to the defendants if the status quo of the property is maintained till the disposal of the pending application under Order XXXIX Rules 1 & 2 CPC.

(v) That the plaintiff has a good prima facie case in his favour and against the defendants and since the dispute regarding the suit property is already pending before this Hon'ble Court, it is necessary that the suit property is protected and maintained in its present status till the rights of the parties are finally adjudicated as such in the interest of justice, immediate protection is required so that no third party rights are created. That the plaintiff has been granted time only upto 10.06.2026 to produce a stay / protection order from this Hon'ble

Court and in case no such order is obtained before the said date, the proposed Sale Deed may be registered.

(vi) That the defendants have deliberately suppressed the material facts regarding their repeated assurances, execution of collaboration agreement dated 30.1.2015, acceptance of the plaintiff's investment and their subsequent conduct in illegally transferring the property despite being fully aware of the plaintiff's existing contractual and possessory rights. That the plaintiff raised the construction of a portion possession of which was with the plaintiff, still the property was not fully vacated by tenants which was responsibility of the defendant as per the collaboration agreement which caused delay as such further supplementary agreement was executed whereby the defendant acknowledged the possession and liability to pay a handsome amount to plaintiff.

(vii) That the defendants have not explained why another communication regarding proposed registration was issued by the Sub-Registrar if no further transaction was being contemplated. That the present application has been filed because of subsequent events arising during pendency of the suit. The cause of action for filing the present application arose only after receipt of the communication dated 29.5.2026 issued by the office of Sub-Registrar. That for grant of temporary injunction, the Court has to examine existence of a prima facie case, balance of convenience, and likelihood of

irreparable injury and the plaintiff has satisfied all three requirements.

2. Ld. Counsel for defendants contended that the plaintiff has not come before this court with clean hands and has concealed material facts just to extort money and harass the defendants. That no interim relief is liable to be granted in favour of the plaintiff as the main relief claimed itself is not maintainable for it is the plaintiff who has not complied with the terms and conditions of collaboration agreement dated 30.1.2015.

(i) That at the time of entering into the collaboration agreement dated 30.1.2015, the plaintiff assured the predecessor of defendants no.1 and 4 namely Surender Kumar Tak and Pratima Tawar and defendants no.2, 3 and 5 that he has a long experience in the field and he could deal with the police/MCD and will get the building plan sanctioned from the officials of MCD and therefore he himself had taken every responsibility to deal with the police and with MCD as is clearly mentioned in the clause 11 of the Collaboration agreement. That the plaintiff was responsible for getting building plan sanctioned from MCD before the agreed construction started in terms of the Collaboration and Agreement dated 30.01.2015.

(ii) That the plaintiff has set up a false case that the predecessor of defendants no.1 and 4 and defendants no.2,3 and 5 promised to supply the sanction plan to the plaintiff as alleged, and if indeed such were the case then also it is for the plaintiff to explain that why the

plaintiff unauthorizedly started the construction when no plan was handed over to the plaintiff by the said defendants.

(iii) That as the plaintiff started construction without first getting the plan sanctioned from MCD, therefore the construction work was stopped by officials of MCD and the unauthorized construction portion made by the plaintiff was booked by MCD, and construction work was stopped. This fact was never disclosed to the defendants by the plaintiff at any point of time, he kept on saying that the construction was stopped because of lack of funds. That the plaintiff was put in physical possession of the suit property since the date of Collaboration Agreement i.e. 30.01.2015 and he himself was aware of the fact about the booking of the property as unauthorized construction by MCD, as the defendants were residing at their different places. That this fact came to the knowledge of defendants and the defendant no.9 Shalia Qureshi only at the time of delivery of sale deed by the Sub Registrar Sub District-I Kashmere Gate, Delhi.

(iv) That the plaintiff neither could complete the construction as per the collaboration agreement, nor vacated the property in his possession despite repeated requests, the defendants were left with no option but to sell the same vide sale deed that has already been registered as document no.4432 in Book no.1, Vol. no.9730 on 181 pages 191 registered on 20.4.2023 in favour of defendant no.9. That the plaintiff had to construct the building on his cost in two portions/

with staircase in between the said two portions/ partition from ground floor to fourth floor.

(v) That the defendants were to remain owners of the entire ground floor and upper floor and from first floor to fourth floor, it was to be divided into two equal shares between the plaintiff and the said defendants. That now MCD had taken action on the said unauthorized construction and has demolished the structure, status report of the same is on record. That now the plot of land remains there after demolition of the said unauthorized construction and debris of demolished unauthorized construction is lying there as shown in there the photographs filed alongwith status report. That defendant no.9 Shalia Qureshi, the vender has suffered huge loss due to acts and conducts of the plaintiff and all the defendants alongwith defendant no.9 Shalia Qureshi are entitled to recover the same from the plaintiff.

(vi) That the defendants no. 1 to 6 or any member of their family had not proposed registration/ execution of any new sale deed in respect of the suit property except sale deed which has already been registered document no.4432 in book no.1 Vol. no. 9430 on pages 181 to 191 registered in favour of the defendant no.9. The plaintiff is misguiding and misleading this Court and has filed the present application just to harass the defendant and to prolong the matter in question.

3. Heard.

4. The plaintiff's suit is for declaration, mandatory and permanent injunction and, in the alternative, is, for recovery of a sum of Rs.27,40,000/- by way of compensation/damages against nine defendants. The plaintiff seeks a decree of declaration against the sale deed dated 20.4.2023 executed in favour of defendant no.9 by defendants no.1 to 5 in respect of property bearing no.4754, Ahata Akhara, Pahari Dheeraj, Sadar Bazar, Delhi besides permanent injunction restraining the defendants from creating any third party interest and for restraining the MCD from allowing construction over portions of the suit property on a set of facts that the predecessor of defendants no.1 and 4 and defendants no.2, 3, and 5 to 8 had entered into a collaboration agreement with the plaintiff dated 30.1.2015 and in pursuance had handed over symbolic possession of the built up portion to the plaintiff.

5. That the plaintiff got vacated the occupants of the ground floor by making payment, and it was agreed that the defendants shall deal with the remaining occupants of the property and also get the site plan sanctioned. The plaintiff started the construction, and demanded the sanctioned site plan, but the defendants continued to delay. The plaintiff constructed part ground floor and first floor which is in his occupation measuring about 55 sq. yards but the defendants did not hand over the sanctioned plan. That the plaintiff had invested Rs.20 Lakhs in the repair/construction of the ground and first floor and had paid Rs.7,50,000/- to the occupants of the ground floor. This

amount, it was agreed, would be adjusted when the collaboration agreement is fully complied.

6. That no sanction plan was ever supplied, therefore, plaintiff stopped the construction and has been requesting the defendants to hand over the sanctioned site plan to complete the construction as per the agreement but the defendants and the predecessor of defendants no.1 and 4, kept on postponing on the pretext of some internal differences which were to be resolved but on 15.03.2023 completely refused to accede to his request after dilly dallying for some time and have told the plaintiff that they are going to sell the property on 'as is where is basis'. That the plaintiff lodged complaint with the Sub-Registrar not to register any sale deed in respect of the suit property and had received letter dated 22.03.2023 informing him that a sale deed for registration has been received for the suit property. That the suit property has also been booked by the MCD on 29.03.2023.

7. That the plaintiff filed a Suit for Permanent and Mandatory Injunction before the Court of Ld. ASCJ-cum-JSCC (Central), Tis Hazari, and during the pendency of the said suit it transpired that the suit property has illegally been sold on 20.03.2023 to defendant no.9. That the plaintiff has spent considerable amount in raising construction over the suit property, and towards eviction of occupants/tenants, the plaintiff therefore has prior right by virtue of the collaboration agreement and the defendants are threatening to dispossess the plaintiff from the portion in his occupation. That the

plaintiff immediately thereafter filed an application before the concerned Court, upon acquiring the knowledge of the execution of the illegal Sale Deed, for withdrawal of the simplicitor suit for injunction, with liberty/permission to file a comprehensive suit i.e. present suit and the liberty was granted vide order dated 04.03.2024.

8. The defendants no.1 to 9 filed their joint Written Statement, taking the preliminary objection that the plaintiff's suit is not maintainable. The plaintiff has not come with clean hands and has concealed material facts just to extort money and harass the defendants. That at the time of entering into the collaboration agreement, the plaintiff had assured the predecessor of defendants no.1 to 4 and defendants no.2, 3 and 5 that he himself will deal with police/MCD for getting the building plan sanctioned and had further assured that he will complete the construction within six months from the date of agreement ie. 30.01.2015. That the defendants, again and again reminded the plaintiff about the terms and conditions of said collaboration agreement and warned the plaintiff not to start construction before getting the plan sanctioned from the MCD.

9. That it is the plaintiff who started the construction without first getting the plan sanctioned by the officials of MCD and the unauthorized construction made by the plaintiff was booked by the MCD. That this fact was never disclosed by the plaintiff to the defendants at any point of time and he always stated that the construction was stopped due to lack of funds and will restart as soon

as he will arrange the funds. That the plaintiff is in physical possession of the suit property since the date of collaboration agreement and he himself was aware when the unauthorized construction was raised and same was booked by MCD, the defendants were residing at their different places as mentioned by plaintiff himself in the memo of parties. That this fact came to their knowledge at the time of delivery of sale deed by the Sub-Registrar, Sub District-I, Kashmere Gate, Delhi.

10. That the plaintiff has unauthorizedly constructed two godowns measuring about 35 sq. yards each on the ground floor and a flat consisting of two rooms with toilet, kitchen, open space measuring about 35 sq. yards on the first floor and a toilet, kitchen on the 2nd floor also which are in the occupation of the plaintiff who has let out the same to different tenants and is recovering rent from the tenants to the tune of Rs.30,000/- per month since 2015. That the defendants complied with their part of collaboration agreement and have handed over vacant possession of the suit property to the plaintiff for construction as per para 9 of the Collaboration agreement after getting the same vacated from occupants/ tenants in time before construction started.

11. That the defendants are the owners of the suit property. That the construction was to be raised as per the collaboration agreement at the cost and expense of the plaintiff, with a staircase in between the two portions from ground floor to fourth floor and after

construction, the predecessors of defendants no.1 and 4 and defendants no.2, 3 & 5 were to remain owners of the entire ground floor and the rest of the floors from first floor to fourth floor were to be divided in equal shares between the plaintiff and the defendants.

12. That the plaintiff in breach of the terms and conditions of the agreement, constructed the building without getting the plan sanctioned from the MCD. That the defendants were left with no option but to sell the same vide sale deed duly registered on 23.4.2023 in favour of defendant no.9. That the plaintiff and defendant MCD are hand in glove as MCD even after having booked the unauthorized construction was not taking the action to demolish the same and the plaintiff continued to make wrongful gains out of the unauthorized construction having let out the same to different tenants. But now MCD has taken action and demolished the structure.

13. Pleadings are since complete, admission/denial also stands concluded, issues have also been settled for adjudication, and when the matter was listed for PE's, the present application has come to be filed on 8.6.2026, submitting that the plaintiff has received on 5.6.2026 notice from the Sub-Registrar, Kashmere Gate, Delhi dated 29.5.2026 intimating about receipt of an instrument in respect of property bearing no.4754, Ward no.XIV, Ahata Kidara, Bara Hindu Rao, Delhi calling upon the plaintiff to submit stay order from the

competent court of law within 3 days of receipt of notice and that on the same very day, the plaintiff has filed reply to the said letter.

14. Ld. Counsel for the plaintiff however on the query of the Court submitted that it is not clear from the letter that the sale deed pertains to which portion of the property as the dispute in the present suit pertains to right side of the property bearing no.4754, Ward no.XIV, Ahata Kidara, Bara Hindu Rao, Delhi. Admittedly, the defendants 1 to 6, through their predecessors are the owners of the suit property, prior to the institution of the present suit, which is instituted on 3.10.2024, the defendants 1 to 6 sold the suit property to defendant no.9 by way of a registered sale deed dated 20.4.2023, and is now the absolute owner of the suit property by virtue thereof.

15. The plaintiff by virtue of the collaboration agreement dated 30.1.2015, on the completion of the construction upto four floors, was to acquire rights of ownership in the half portion from first floor to the fourth floor, except for the ground floor. The defendant built two godowns on the ground floor, a two room flat on the portion of the first floor and one kitchen and bathroom on the second floor in pursuance when the construction came to a halt as the defendant had commenced the construction in the absence of a sanctioned plan, and the defendants property was therefore booked under the relevant provisions of DMC Act, by MCD.

16. The plaintiff had taken possession of the constructed portions and rented out the same. MCD has since filed status/ action taken

report, lastly on 4.10.2025 to the effect that initial demolition of the property was carried out on 17.2.2025 when the kitchen on the second floor was demolished, and on subsequent dates roof slabs of the ground floor and first floors were partially demolished, and second floor bathroom was fully demolished, and the ground and first floors were then sealed to render the property uninhabitable. Further action was taken in which the roof slabs on the ground and first floor all internal walls on the first floor were demolished and front shutters of the ground floor were also cut. Finally, the entire roof of ground floor was demolished, and the front wall of the ground floor and first floor was also demolished on 22.8.2025.

17. As the construction has been demolished, there is no basis to grant any injunction against dispossession in favour of the plaintiff and against the defendants. The plaintiff has approached in great urgency on the basis on an intimation received from the Sub Registrar qua an impending registration of an instrument, in respect of property no.4754, Ward No.XIV, Ahata Kidara Bara Hindu Rao, Delhi, after submitting his rely to the intimation before the Sub-Registrar. It emerged in the course of arguments that the defendants had not applied for registration of any document in respect of the suit property, and that the suit property is a part of Ahata Kidara, which comprises of various parts, the possibility then could not be ruled out that the intimation received pertained to a documentation in respect of any other part of Ahata Kidara and not the suit property as such.

18. The plaintiff himself was unsure, and had not availed of the time in the interregnum to inspect any such document presented, or obtain better details that the intimation indeed pertains to the suit property. It otherwise cannot be lost sight of that the defendants no. 1 to 6 were the owners of the suit property, and the defendant no.9 is presently the absolute owner thereof. Though not in every case it is that no injunction is granted against the title holder, in the present case on none of the parameters is an exercise of such discretion in favour of the plaintiff warranted particularly when any subsequent transfer is always subject to the principle of *lis pendens*.

No ground is made out to grant any interim injunction of the nature as prayed for against the defendants. The plaintiff's application accordingly is dismissed as without any merits.

Nothing stated herein above shall have any bearing on the final outcome of the case.

(Neelofer Abida Perveen)
District Judge (Commercial Court)-01
Central District/THC/Delhi/31.08.2026