

CS 282/25  
MOHAN SINGH  
Vs.  
PARAMJEET KAUR

14.03.2026

*Matter is taken up today as 02.03.2026 was declared holiday.*

Present : Sh. Sunil Kalra and Sh. Mradul Sharma, Ld.  
Counsel for plaintiff along-with plaintiff.  
Sh. Tarun Malhotra, Ld. Counsel for all defendants.

Affidavits of admission/denial of documents filed on behalf of plaintiff as well as defendants. The same are taken on record. Copy supplied to each other.

Arguments heard on the application u/O XXXIX Rule 1 and 2 CPC.

Brief facts of the case necessary for the disposal for this application are that the plaintiff has filed the present suit for declaration, mandatory and permanent injunction and damages against the defendants, stating that the plaintiff is the absolute owner of the suit property i.e House No.-25, First Floor, Shiv Puri, Krishna Nagar, Delhi-51. It is stated that defendant no.1 is the daughter-in-law of the plaintiff, while defendant nos.2 and 3 are the grandsons of the plaintiff.

It is further submitted that plaintiff had also purchased another property i.e. property bearing no. 3-A, (Old No.F-3) Khasra No. 787, Village Mandawali Fazal Pur, West Vinod Nagar, Delhi ad-measuring about 120 sq.yds. (hereinafter, the second property) from his funds in the name of his son. It is

further stated that the son of the plaintiff and husband of defendant no.1 expired on 15.10.2008 and after his death the defendants started harassing the plaintiff.

It is the case of the plaintiff that thereafter on proposal of the defendant no. 1, a settlement was arrived at between the parties and pursuant to the said settlement the plaintiff executed a gift deed dated 24.08.2021 in favour of defendant nos. 1 and 2 in respect of the suit property. According to the plaintiff, it was agreed that defendant no.1 would also execute necessary documents in respect of the some portion i.e. measuring 60 square yards of the second property in favour of the plaintiff. However, defendant no.1 allegedly transferred only 20 square yards of the second property in favour of the plaintiff.

It is further alleged that after the execution of the gift deed, the defendants filed complaints against the plaintiff and also instituted a civil suit, whereupon the plaintiff came to know that the defendants had allegedly played fraud upon the plaintiff.

Arguments have been heard on behalf of both the parties and the record has been perused.

The Court has also carefully gone through the gift deed dated 24.08.2021 placed on record. The said gift deed is a registered document executed by the plaintiff in favour of the defendants. A perusal of the said gift deed would show that there is nothing to indicate that the said gift deed was executed subject to any condition that the defendants would transfer a specific portion of the second property to the plaintiff. The said gift deed does not record any such reciprocal obligation on the part of defendant no.1 as alleged by the plaintiff.

At this stage, the Court is only required to examine

the existence of a prima facie case, balance of convenience, and likelihood of irreparable loss. In view of the registered gift deed executed in favour of the defendants and in the absence of any material indicating the conditional nature of the said gift at this stage, this Court is of the considered view that no prima facie case is made out in favour of the plaintiff. Consequently, the balance of convenience also lies in favour of the defendants.

In view of the above discussion, the plaintiff has failed to satisfy the essential ingredients required for grant of temporary injunction.

Accordingly, the application under Order XXXIX Rules 1 and 2 CPC filed by the plaintiff is dismissed with cost of Rs.2000/- to be deposited in DLSA, East, KKD, Delhi.

Nothing stated herein shall be construed as an expression on the merits of the case.

Pleadings stated to be completed. From the pleadings, following issues are hereby framed:

**a) Whether the plaintiff is entitled for a decree of declaration, thereby, declaring the gift deed dated 24.08.2021 as null and void, as prayed for? OPP**

**b) Whether the plaintiff is entitled for decree of mandatory injunction, thereby, directing the defendants to vacate the suit property i.e, House No.-25, First Floor, Shiv Puri, Krishna Nagar, Delhi-51 and handover the possession of the suit property to the plaintiff, as prayed for? OPP**

**c) Whether the plaintiff is entitled for a decree of permanent injunction, thereby, restraining the defendants from creating any third party interest in the suit property i.e, House No.-25, First Floor, Shiv Puri, Krishna Nagar, Delhi-51, as**

prayed for? OPP.

d) Whether the plaintiff is entitled for decree of damages @ Rs. 10,000/- per month from May, 2025 till the date of delivery of possession of suit property i.e, House No.-25, First Floor, Shiv Puri, Krishna Nagar, Delhi-51 to the plaintiff, as prayed for? OPP

e) Whether the suit of the plaintiff is barred by limitation? OPD

f) Whether there is no cause of action in favor of plaintiff to institute the present suit? OPD

g) Relief.

Put up for PE on 02.07.2026.

Evidence affidavit of plaintiff's witnesses be filed within six weeks from today with advanced copy to Ld. Counsel for defendants and list of witnesses be filed by both the parties within stipulated period.

(Hem Singh)  
District Judge-01  
(East)/KKD/Delhi/14.03.2026