

13.01.2025

Present: Ms. Tripti Saxena, Ld. counsel for plaintiff with plaintiff.
Ld. counsel for defendant.

1. WS along with reply to application u/O XXXIX Rule 1 & 2 CPC filed earlier. Let copy of the same be supplied to plaintiff within two days from today.
2. At this stage, counsel for plaintiff presses her application u/O XXXIX Rule 1 & 2 CPC.
3. The genesis of the present suit is with respect to an agreement to sell qua a property bearing no. 225/C-17, Khasra no. 181, Gali no. 17, C-Block, Khajuri Khas, Delhi-94 measuring 25 sq. yards. While plaintiff claims that she has paid Rs.8.6 lacs under the said agreement and a written agreement dated 29.01.2024 was entered between the parties, defendant claims that the agreement was oral and she has only received Rs.3.6 lacs from plaintiff. As per WS of defendant, in case plaintiff pays a sum of Rs.28.4 lacs to her, she is willing to perform the agreement.
4. On the other hand, as per plaintiff, she is only liable to pay Rs.23.4 lacs to defendant.
5. Be that as it may, considering the fact that it transpires that some agreement to sell was actually entered between the parties and admittedly defendant has also received some consideration from plaintiff, plaintiff has been able to make out a prima facie case in her favour. Balance of convenience also lies in her favour. In case an

interim injunction is not granted, there is a possibility of loss which can be suffered by plaintiff and the same may not be compensated easily in terms of money. Accordingly, defendant or her representatives, agents, servants, attorneys etc are restrained from selling, mortgaging, alienating, transferring or creating any third party interest in the suit property described above till final disposal of the suit. Application stands disposed of.

6. Let parties appear in person on NDOH.
7. List on 27.01.2025.
8. *Dasti* to parties.

AASHISH GUPTA
DJ-01/NE/KKD/DELHI
13.01.2025