

CS No. 264/19
Gaurav Gandhi Vs. Gurdeep Singh.

04.05.2019

Present: Sh. Matloob Alam, Ld counsel for plaintiff.
Sh Karnail Singh, Ld counsel for defendant no. 1 & 2.
Sh. Vikas Dahiya, Ld counsel for defendant no. 3 & 4.
Fresh Vakalatnama filed on behalf of defendant no. 1 & 2
and defendant no. 3 & 4 separately. It be taken on record.

Ld counsel for defendant no. 1 & 2 seeks passover for
11:00 AM for filing of written statement. Passover granted.

(Vandana Jain)
ADJ-07/SED/Saket Courts,
New Delhi /04.05.2019

At 11:10 AM.

Present: Sh. Matloob Alam, Ld counsel for plaintiff.
None for defendant no. 1 & 2.
Sh. Vikas Dahiya, Ld counsel for defendant no. 3 & 4.
Written statement not filed for which Ld counsel for
defendant no. 1 & 2 sought passover.

Ld counsel for plaintiff has pressed his ad-interim
application for injunction.

Application is taken up for hearing.

Ld counsel for plaintiff submits that he has filed suit for
specific performance of agreement to sell dated 07.05.2016 and he had
made the entire payment to defendant no. 1 to 4 as detailed in the
agreement to sell filed by him on 45 page of his paper book. Perusal

of agreement to sell reveals that payment of Rs. 15,00,000/- has been made by way of cheque, out of which Rs. 10,00,000/- was paid to defendant no. 1 & 2 and Rs. 5,00,000/- was paid to defendant no. 3 & 4.

Ld counsel for defendant no. 3 & 4 who is present in the court today has admitted to have received cash amount as mentioned in clause (3) of page 49 of the agreement to sell. He only submits that amount mentioned on page no. 50 has not been received by him and signatures are not that of defendant no. 3 on that page at the place of receiving of payments. He further submits that these columns has been filled later on by the plaintiff fraudulently and these payments have not been received.

Since agreement to sell has been admittedly entered between the parties and approximately Rs. 52.5 Lacs is admitted to have received by the defendants, therefore, in order preserve the subject matter of the suit property, application deserves to be allowed. Therefore, application is allowed. Defendants are restrained from creating any third party interest in the suit property i.e. back portion of the second floor of the property no. 221, built on plot no. 86, on area measuring 200 Sq Yds comprised in Khasra no. 181-182/150, situated in revenue estate of village Garhi Jharia Maria, Prakash Mohalla, East of Kailash, New Delhi in any manner whatsoever.

Application is disposed of accordingly.

Written statement be filed within thirty days from service with direction to supply the copy of the same to the opposite party within same time period.

Original documents be filed by the parties within 15 days from today.

Put up for filing of replication, affidavit of admission/denial and framing of issues on 06.08.2019.

(Vandana Jain)
ADJ-07/SED/Saket Courts,
New Delhi /04.05.2019