

**THE COURT OF DEEPANSHU SARKAR,
CIVIL JUDGE (JUNIOR DIVISION), GURUGRAM
(UID NO. HR-0569).**

CIS No. CS/2808/2025

Date of institution. 19.08.2025

CNR No. HRGR02-004088-2025

Date of Decision: 10.12.2025

PRAVESH CHATURVEDI S/o Late Mr. Giriraj Kishore R/o First & Second
Floor H-39/8, DLF Phase-1 Gurugram.

Plaintiffs

Versus

1. RAJ SINGH S/o Not known

2. SHARMILA YADAV W/o Mr. Raj Singh Both residents of Ground Floor,
H-39/8 DLF Phase-1, Gurugram.

Defendants.

SUIT FOR PERMANENT AND MANDATORY INJUNCTION

Presence: Sh. GS Chaturvedi & Ms Rina Chaturvedi counsels for plaintiff.
Defendant ex parte vide order dated 20.08.2025

JUDGMENT

The plaintiff has filed the instant suit for decree of permanent injunction in favour of the Plaintiff and against the Defendants, their servant(s), relative(s) or agent(s) etc. against their threats of trespassing in to the portion of the Plaintiff by breaking the wall placed pursuant to Hon'ble High Court of Delhi order, specifically shown in red, in the sketch filed with the Plaint and against hindrances placed for enjoyment of property by the Plaintiff and his family; (b) grant a decree of mandatory injunction directing the Defendants, their servant(s), relative(s) or agent(s) etc. to remove the inverter and MCB from the premises of the Plaintiff and make their alternate arrangements;

2. Tersely stated, that Plaintiff is a senior citizen aged around 68 years of age and is owner in possession of property bearing H-39/8, DLF Phase-1, Gurugram, which was acquired by him through a Sale Deed registered as Vasika No.7802 dated 12.09.1997, which was registered in the office of Sub-Registrar on the same day. Further, plaintiff entered into a collaboration agreement dated 01.09.2011 with one Apoorv Builders to develop the property, i.e., Basement, Ground Floor, First Floor and Second Floor. In terms of the collaboration agreement, after completion of the building in all respect, the Ground Floor and Basement portion was to go to the builder and rest of the portion, i.e., exclusive possession of First Floor, Second Floor and terrace was to remain with the Plaintiff apart from right to raise construction above Second Floor in future. Further, disputes arose between the Plaintiff and the Builder, which were finally settled in terms of order dated 15.01.2020 before Hon'ble High Court of Delhi in OMP (T) (Comm.) No. 101/2018. Following were the terms of settlement:

(i) The Petitioners shall deposit Rs.34.00 Lakh with the Registrar General of this Court within eight weeks for being paid to Respondent No.1 in full and final settlement of the claim of all the Respondents.

(ii) Upon deposit of the aforesaid amount, the Respondents shall handover the vacant and peaceful possession of Basement and Ground Floor of property bearing NoH-39/9, DLF Phase-I, Gurugram-122002 and they shall also execute a registered sale deed in favour of the Petitioners or their nominee within two weeks.

(iii) The amount of Rs.34.00 Lakh to be deposited by the Petitioners shall be released to Respondent No.1 after the delivery of possession and execution of the registered sale deed.

(iv) The Respondents shall provide the inspection of the Basement and Ground Floor of the subject property the Petitioners and/or their authorized representative at a mutually convenient date and time within a period of two weeks. to

(v) The Respondents have no objection to the Petitioner's selling the Basement and Ground Floor of the subject property and they agree to give inspection of the Basement and Ground Floor of the subject property upon receiving advance intimation on their mobile phone at a mutually convenient date and time.

(vi) Respondent Nos. 1 and 2 submit that the entry/exit to the respective portion of property be earmarked and both the parties shall meet on 19th January, 2020 at a mutually convenient time to discuss and resolve this issue.

(vii) The Petitioners shall send the draft sale deed to the Respondents within three weeks and the Respondents shall send their comments thereto within two weeks thereafter. Both the parties shall finalize the format of the draft sale deed to be executed before the expiry of eight weeks.

(viii) The Respondents shall furnish the copies of the relevant documents relating to the subject property to the Petitioners. The Petitioners shall send the list of the documents required to the Respondents who shall furnish the same within two weeks of receiving the request.

Further, that in terms of the Clause (vi) of the above order, the Builder and the representatives of the Plaintiff met on 19.01.2020 to earmark the entry/exit to the

respective portions of the property. Accordingly, in place of a door, opening from the Ground Floor in the staircase leading to First and Second Floor, it was agreed that a wall be constructed, so that the exclusive entry and exit of the First and Second Floors was to remain with the Plaintiff. Further, plaintiff executed a Sale Deed dated 30.05.2022 in favour of the Builder, in terms of the following clause of which exclusive way to the First and Second Floor was earmarked for the Plaintiff, relevant portion of which is as under:

"AND WHEREAS, as per mutual discussion/agreement of the parties on 19.01.2020, the Vendor has undertaken earmarking of the entry/ exit to the respective portions of the Vendor and Vendee in the property, whereby exclusive way to the First and Second Floor was earmarked and both the parties satisfied with the same."

Further, in terms of the sale deed, it has again been mentioned in Para 8 of the sale deed as under:

"8. That the portion of the Vendor and Vendee for entry/exit to their respective portions in the property are duly earmarked and demarcated after mutual agreement between the parties at the meeting held on 19.01.2020 pursuant to the High Court order. However, Vendee shall have the right for ingress or egress to the portion of the property, Le., Ground Floor and Basement from main gate apart from right to install a water tank on the top above terrace of the building, and to connect it with underground tank, as also to annually clean the same."

Further, in terms of the above sale deed only, the builder could have passed the rights acquired by him in terms of the above sale deed to the Defendants, who are

stated to have purchased the property from the builder sometimes in June-July, 2022. It is submitted that the Defendants cannot acquire a better right than was conveyed to their seller, i.e., the builder.

Further, after purchasing the Ground Floor and the Basement, Defendants made good relations with the Plaintiff and his family. Consequently, the family of the Plaintiff allowed the builder to place his inverter and MCB in the exclusive area of the Plaintiff. However, the license to keep the inverter and MCB orally given by the Plaintiff and his family was revoked after Defendants started putting all sorts of hindrances for the enjoyment of the property of the Plaintiff. It is specifically submitted that the license of the Defendants to keep its inverter and MCB in the area of the Plaintiff was orally revoked on 04.08.2025. After the same, the Defendants picked up the fights with the Plaintiff and his family and threatened them on 15.08.2025 with the death threats. Accordingly, a police complaint was lodged with the SHO, P.S. DLF Phase-1 for the acts of the Defendants and their son on 17.08.2025, copy of which is annexed and marked as Annexure-P-4. The police had given a DD number and had called both the parties to the police station on 17.08.2025 itself. Further, plaintiff is staying in his portion of the property with his old and ailing wife and daughter. It is submitted that on 18.08.2025, the wife of the Plaintiff was admitted to Fortis Hospital for her knee replacement surgery. Defendant No.1 taking advantage of the same, threatened the wife of the Plaintiff through a voice note on her Mobile Phone bearing no. 9811356578 that he will break the wall, in terms of which exclusive entry/exit of the Plaintiff was earmarked in the meeting with the builder on 19.01.2020 pursuant to Hon'ble High

Court of Delhi order dated 15.01.2020, which is also mentioned in the sale deed dated 30.05.2022. Further, consequently, Defendant No.1 has threatened to trespass into the exclusive area of the Plaintiff, which was earmarked pursuant to Hon'ble High Court of Delhi order dated 15.01.2020. The sketch showing the subject wall in red, which was placed pursuant to the Hon'ble High Court order and Gate for exclusive entry and exit of Plaintiff in Green is annexed and marked as Annexure-P-6. As such, the present suit is being filed as an urgent measure to protect the Plaintiff from the illegal acts of the Defendants, their relatives/agents etc. Further, that the cause of action to file the present suit arose, when the exclusive entry/exit of the portion of the Plaintiff leading to the staircase was earmarked on 19.01.2020 pursuant to Hon'ble High Court of Delhi order. It further arose when the said fact was duly recorded in the sale deed dated 30.01.2022. It further arose on different dates, when the Defendant was allowed to place his inverter and MCB in the exclusive area by the Plaintiff. It further arose when the license to place the inverter and MCB of the Defendant was revoked by the Plaintiff on 04.08.2025. It further arose when a police complaint was filed on 17.08.2025 and when threat was extended by Defendant No. 1 through a voice note to wife of the Plaintiff on 18.08.2025. The cause of action continuing and present suit is within the period of limitation. **Hence, the present suit.**

3. Upon notice, defendant proceeded ex parte vide order dated 20.08.2025.

4. Apart from this, plaintiff has also placed the following documents which have been exhibited as evidence:

Ex.PW1/1	Affidavit
Ex.PW1/A	Copy of SPA dated 17.10.2025 in favour of PW1.
Ex.PW1/B	Certified copy of order of Hon'ble High Court of Delhi.
Ex.PW1/C1 to C4	Copy of photographs
Ex.PW1/D1 to D4	Copy of Certificate under Section 63 BSA.
Ex.PW1/E	Copy of sale deed dated 30.05.2022.
Ex.PW1/F	Copy of hand written complaint.
Ex.PW1/G	Copy of voice transcript
Ex.PW1/H	Copy of Certificate under Section 63 BSA.
Ex.PW1/I	Copy of Site plan.

Findings :

1. It can be evinced from the plaint as well as the material available on record shows that plaintiff is the owner of the suit property who had entered into sale deed vide ex.PW1/E. The vendor as well as the plaintiff (Vendee) were bound by the terms and conditions of the settlement/compromise entered into between the parties before the Hon'ble High Court of Delhi. The said terms and conditions also form a part of sale deed. By virtue of the sale deed as well as the terms and conditions, exclusive portion of the first and second floor of the suit property was clearly earmarked and right of ingress and outgress was also mentioned in the said sale deed. Subsequently, when the vendor sold the other portion of the suit property to the defendant, the defendant stepped into the shoes of the vendor and was automatically bound by the said terms and conditions of the sale deed as well as the directions passed by the Hon'ble High Court of Delhi. Perusal of the material available on record shows that the defendant is trying to breach the said conditions and violate the settlement arrived at between the parties which is impermissible. Further, the defendant has also not effected his presence before this

Court to rebut the case of the plaintiff which also makes the plaintiff entitled to decree.

Conclusion :

Hence, in view of the above said discussion, the present suit is **decreed**. Decree-sheet be prepared accordingly. **File be consigned to the record room after necessary compliance.**

Pronounced in open court.
10.12.2025.

Krishan steno-II

(Deepanshu Sarkar)
Civil Judge (Junior Division)
Gurugram, UID No.HR-0569.

Note: All the pages of this judgment have been checked and signed by me.

(Deepanshu Sarkar)
Civil Judge (Junior Division)
Gurugram, UID No.HR-0569

CIS No: CS/2808/2025

CNR No. HRGR02-004088-2025

Pravesh Chaturvedi Versus Raj Singh etc.

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Presence: Sh. GS Chaturvedi & Ms Rina Chaturvedi counsels for plaintiff.
Defendant ex parte vide order dated 20.08.2025

Arguments heard. Judgment pronounced. Vide my separate judgment
of even date, the present suit is **decreed**. Decree-sheet be prepared accordingly.

File be consigned to the record room after necessary compliance.

Pronounced in open court.
10.12.2025

Krishan

(Deepanshu Sarkar)
Civil Judge (Junior Division)
Gurugram, UID No.HR-0569.

(Deepanshu Sarkar),
CJ (JD), Gurugram, 10.12.2025
UID No.HR-0569