CNR No:PBSAB00012292025 **CASE No:CS-705-2025**

Shubham Vs Amit Dua

APPLICATION UNDER ORDER XXXIX RULE 1 AND 2 CPC READ WITH SECTION 151 OF CPC PRAYING FOR GRANT OF TEMPORARY INJUNCTION

Present: Sh. ADS Jattana, Advocate counsel for plaintiff.
Sh. SK Jain, Advocate counsel for defendants.

ORDER:-

Heard on the application filed by applicant/plaintiff under order XXXIX Rule 1 and 2 CPC read with Section 151 of CPC praying for grant of temporary injunction.

2. Brief facts of the application are that the Plaintiff is a partner in M/s. Rosero Infra LLP. Further stated that present suit is based on the material breach of partnership agreement terms by the Defendant, who has conducted unauthorized sales totaling over Rs. 1 crore despite specific contractual restrictions requiring prior written approval from the Plaintiff. Further stated that the Plaintiff and Defendant entered into a LLP Acquisition Agreement dated 16.09.2024. Further stated that Memorandum of Understanding (MOU) dated 08.10.2024 was preceded and under the said MOU, it was agreed that:

i. The Defendant would hold 70% share in the firm while the Plaintiff would hold 30% share.

ii. The Defendant was to have final say in all decisions related to the firm as per Clause 6 of the MOU.

iii. That most importantly, as per Clause 8 of the MOU, the Plaintiff was specifically restricted from making any individual decisions regarding the firm, its operations, sales, approvals, licenses, inventory, or any other aspect affecting the firm without obtaining prior written approval from the Defendant, thereby, the said clause would work both ways, where, the consent of the plaintiff was also required for carrying out any major deals or raising of any loans or creating of any type of charge over the property in the project.

Further stated that prior to the entry of the above agreements, the plaintiff was already having the agreement dated: 21-06-2024 between the LLP and the plaintiff, where, the plaintiff was required to carry out marketing regarding the then upcoming project “ROSERO ELENA” by the LLP and to invite potential buyers, lessees etc. for sale/allotment of the inventory and was also required to create and share promotional materials, advertising campaigns and other marketing initiatives which were deemed necessary and effective to promote the inventory and market and brand the project under the name “ROSERO ELENA”, which is the present project of the LLP regarding which the dispute has occurred. Further stated that plaintiff was also required to sell the inventory and was to determine and control pricing of the inventory, negotiate terms and assist the promoter in executing the sale deeds and carry out various other requirements regarding the sale of the property of the LLP. Further stated that these acts were successfully carried out by the plaintiff and because of the nature of working of the plaintiff, the defendant removed the other partners from the project and introduced the plaintiff since it was the plaintiff who was carrying out the bulk of the work. Further stated that the petitioner came to know that the respondent No. 5 Amit Dua and Inderjit Singh Kalra, due to some issues between the partners and the financers, differences arose and since the petitioner along with his sales team was making the bulk of the sale of the underdevelopment property, it was considered that the petitioner should take over the functioning of the firm and a single person responsible would make more sense, though was reluctant, however, the petitioner was fully backed up by Amit Dua. Further stated that the shares held by the partners and some of those shares having been pledged to the financers were all returned into the partnership. Further stated that in view of the above understanding, the shares were consolidated into 2 hands and both of them entered into an agreement for sale of the shares in September, 2024, written down vide the agreement dated 16/09/2024 and the subsequent MoU dated: 08/10/2024. Further stated that project cost and other such projections, duly made by the expert and included in the report of the CA prepared on dated 04/09/2024. Further it is because of the great deal of effort made by the plaintiff that the project was able to obtain the RERA certificate. Further stated that M/s. Rosero Infra LLP (hereinafter in short as “LLP”) obtained RERA registration for the project "Rosero Elena" vide Registration No. PBRERA-SAS79-PR1134 on 25.04.2025, valid up to 31st March, 2030. The RERA certificate specifically permits the sale of:

i. 330 Units of Residential Flats (3BHK) - Being owned.

ii. 34 Units of EWS Flats (2BHK) - Being owned.

iii. 03 Commercial Shops - Being owned.

iv. Total permitted inventory: 280 Units.

Further stated that RERA certificate also mandates that all sale proceeds must be deposited in SBI Bank Account No. 43346306378. Further stated that some of the person had made investments in the project and had deposited the money into the ICICI Bank account of the LLP. Further all these investments towards the sale of the units were brought into the project by the plaintiff with the proper consent of the defendant. Further stated that despite the clear terms of the MOU dated 08.10.2024, the Defendant has willfully and deliberately violated and continues to violate the terms of the above agreement and the MOU by:

a. Making unauthorized sales decisions: The Defendant has been making sales and booking decisions without obtaining prior written approval from the Plaintiff as mandated under Clause 8 of the MOU.

b. Conducting unauthorized business operations: The Defendant has been unilaterally managing the firm's affairs, including financial transactions and business decisions, in direct violation of the agreement terms.

c. It is also worthwhile to mention here that once the plaintiff had brought on substantial amount of money and the project has taken off, the defendant finds that it would be not in his interest to divide the money into the respective shares of the plaintiff and the defendant at the defendant wants to take the entire amount of investment, profits and any other nature of money that comes into the project by the sale of the property.

d. That the defendant has become so greedy that he no longer appreciates the fact that it is the efforts having been made by the plaintiff himself as well as investing upon the sales team that huge number of sales were made possible.

e. The relationship between the plaintiff and the defendant was established at the time when the plaintiffs had made so many sales regarding the other projects, in which, the defendant was also a partner and due to the successful nature of business been carried out by the plaintiff as previously, vide the agreement dated: 13/04/2022 of the M/s. Planmen Buildtech LLP, which was building the Roseate Homes LLP and the plaintiff under the agreement had the sales right to sell 176 Flats under the terms, which agreement was successfully concluded.

Further stated that though the plaintiff had brought in the sales or as investment into the M/s. Planmen Buildtech LLP, however, the plaintiff had subsequently come to know that the entire inventory of Roseate Homes LLP had been sold off and the payment so received was diverted into the present project "Rosero Elena". At that point of time, the plaintiff was not in a position to make any such decisions as he had the agreement for the sale only and not that of a partner in the project. Further stated that the ICICI Bank account statements of M/s. Rosero Infra LLP (Account No. 050705004169) for the period from 25.03.2023 to July 2025 clearly demonstrate extensive sales activities and receipt of customer deposits totaling approximately Rs. 1,00,29,750/- from various investors/customers during June-July 2025 alone, including:

i. There are Multiple deposits from "ROSERO ELENA" customers totaling Rs. 28,80,000/-

ii. Deposits from various individual customers including Rajeev Kumar Arora (Rs. 15,00,000/-), Jai Goyal (Rs. 40,00,000/-), and numerous others into the LLP project.

Further stated that plaintiff is not only responsible towards the upcoming project, but also all those persons who had made the investment into the project or had agreed to purchase the units in view of the assurances given by the plaintiff. Further stated that defendant is also unauthorizedly and deliberately put the project under charge from a financial Institute i.e. Bajaj Finance, despite the fact that the plaintiff had never agreed to any such term. Further stated that receipt of loan amounts from Bajaj Housing Finance totaling Rs. 1,50,00,000/- as per the knowledge obtained by the plaintiff, further amounts shall also be received and unilaterally controlled by the defendant, putting the investment made by the plaintiff into jeopardy by these deliberate acts of putting the project into illegal charge/loan. Further stated that the Defendant, being a partner, owes a fiduciary duty to the Plaintiff and the firm, Rosero Infra LLP. Further stated that defendant’s actions in conducting unauthorized sales and making unilateral decisions constitute a serious breach of trust and violation of fiduciary duty on the basis of these documents:

1. Memorandum of Understanding dated 08.10.2024
2. LLP Acquisition Agreement dated 16.09.2024
3. RERA Registration Certificate dated 25.04.2025
4. ICICI Bank Account Statements (June 2025 to July 2025)
5. Form 'B' and Authorization documents
6. LLP Registration documents
7. Any correspondence between the parties

Further stated that the Defendant's continued violations are causing irreparable harm to the Plaintiff's interests in the firm and the project. The unauthorized sales and decisions are:

a. Prejudicing the Plaintiff's rights as a partner;

b. Potentially exposing the firm to Banking penalties & legal action;

c. Compromising the firm's compliance with statutory requirements;

d. Damaging the business prospects and reputation of the firm/project.

Further stated that Plaintiff has no adequate remedy at law for the continuing breaches and violations committed by the Defendant. Further stated that the plaintiff has a good prima facie case and the balance of inconvenience also lies in favour of the plaintiff and in case the issue of injunction, permanent and temporary, is not granted by the Hon’ble Court, the plaintiff will suffer irreparable loss and injury. Further stated that plaintiff may be exposed by the defendant, deliberately, under the pecuniary laws in favour of the financial institutions in view of the unauthorized loans/charges over the project land. Further stated that the defendant had tried to kidnap into his Scorpio car the plaintiff and attempted to cause bodily harm by threatening the plaintiff as well as his wife and infant children. Further stated that it is under the misconceived notion that the project had already taken off, the defendant conspired with some of his associates, such as Chirag Pabby etc., as the plaintiff does not have their exact names and had heard their nick names (by which friends call each other), on 20/06/2025, the defendant demanded the agreements, under the pretext that the defendant wanted the same also signed by the financers who had been holding some percentage of shares of the LLP as security. Further stated that though the plaintiff had stated that the agreement was final and contain the signatures of all relevant parties, including the witnesses, and that there was no such need, the defendant convinced the plaintiff into believing that since a huge amount was involved which was coming into the LLP for the project, it was better and advisable to get the signatures of the financers who had at one point of time held the shares as security. Further stated that since these agreements were very valuable and had been stored in protection there was delay in retrieving the same, by which time, the defendant thought that the plaintiff was deliberately stalling and was not going to handover the shares. Further stated that the plaintiff had no such intentions of stalling and had even called for the delivery of the agreements. Further, as the fate would have it, the defendant by the late evening of dated 20/06/2025 started threatening the plaintiff and his wife and further started threatened to kill the plaintiff and his family in case the agreements were not immediately delivered to the defendant. At that point of time, the defendant had stated directly to plaintiff's wife that he would not permit the benefits of 30% as it was a huge amount and since he was the one who had made the investment, the defendant was entitled to the entire amount, without even thinking that the amount was coming into the project by way of sale and the sale was only possible when it is made with honest endeavor of a person who had credibility. Further stated that during the meetings held between the plaintiff and the defendant along with his chartered accountant and his accountant on 21/06/2025 at Maryland Best western Hotel, Zirakpur, being a public place. The plaintiff had successfully informed the defendant regarding the manner of investment and the amount that at into the earlier project which was made part of the present project of the LLP. Further stated that upon finding that each and every penny was duly accounted for by the plaintiff, the defendant having no argument, turned to violence and to intimidate the plaintiff. Further stated that these meetings were halted as one of the partners namely Inderjeet Singh Kalra was abroad. Further stated that the plaintiff had not only been threatened by the defendant and his associates, but, the attempt was also made it one point of time to compromise the matter by holding of the meetings in the hotel and of the finding that the plaintiff was vigorously holding onto his hard work and would not hand over the agreements or would sign on blank dotted line, even the attempt was made to kidnap at the time when he had come out of the Hotel Maryland Best Western, Zirakpur, on 11/07/2025. Further it is pertinent to mention here that the plaintiff and his wife had called the police number of times, however, due to the relationship of the defendant with the higher officials of the police department as well as his political connections, no complaint was entertainment and though because of the process of recording of the complaints through the electronic system under the helpline No. 112, the statement of the wife of the plaintiff had to be recorded, however, no action was taken and for which reason the plaintiff under Article 226 of the Constitution has been submitted before the Hon'ble High Court. Further stated that due to the past conduct of Amit Dua regarding the manner of non-refund and retaining of other persons money and property, he had got about 4- 5 musclemen to intimidate and as property business, who are actually bodybuilders, so as to put pressure, Amit Dua told his musclemen to remain standing outside defendant's office, within the project complex, which also contains rooms for office work, employees, negotiations, keeping of records etc. Plaintiff came to know that the musclemen had been commanded by Amit Dua that plaintiff should not go outside the cabin of defendant Amit Dua under any circumstance. Then the plaintiff requested one of the musclemen, Pramod that the agreements have reached home and that he could come along with plaintiff so that they can bring back these and thay left the office at about 5:15 pm on 20/06/2025. Further stated that when Amit Dua came to know that the plaintiff have gone out of the office, as Pramod informed him over the call, Amit Dua again got hypered and started yelling at Pramod and the same time Amit Dua threatened plaintiff to that he broke plaintiff legs and kill him in case the agreements were not handed over to defendant and that he shall ensure that the musclemen would take out his life by smothering him in his presence. Further stated that even his wife Mandeep Kaur, who was still in the office, she was held against her will as the musclemen were commanded by Amit Dua that without his permission, his wife should not leave the office. Hence, the present application.

3. Upon notice, the said application has been contested by defendants by filing reply. It is stated that the present application that the application is not maintainable and is liable to be dismissed. Further stated that the defendant no. 2 is a limited liability partnership firm and defendant No. 1 and Inderjeet Singh Kalra are its partners and are in the business of contractors, Builders, Town Planners, Infrastructure Developers, Estate Developers as per the agreement dated 15.04.2023 as per section 23 (4) of LLP Act, 2008. Further stated that defendant No. 2 being limited liability partnership Firm has initiated a high rise residential 375 flats under the name and style of “ROSERO ELENA” situated at Village Singhpura, Zirakpur, MC Zirakpur and vide agreement dated 21.06.2024, appointed the plaintiff as a marketing head to carry out marketing and to invite potential buyers lessees etc. for sale/allotment of the inventory and also to create and share promotional materials, advertising campaigns etc. for the above project. Further stated that plaintiff started looking after the marketing and sales of the defendant No. 2 project “ROSERO ELENA” situated at Village Singhpura Zirakpur by way of appointing various sales representatives including his wife Mandeep Kaur etc. and started selling the flats to the potential buyers, investors, lessees etc. and increasing the inventory of the above project of the defendant No. 2 limited liability firm. Further stated

that the plaintiff with the aid of some financer/investor in a planned manner started alluring the defendant No. 1 and his partner Inderjeet Singh Kalra that he is desired to purchase the entire project situated at Village Singhpura, Zirakpur on 4.31 acres of land of the plaintiff No. 1 Firm, for a total consideration amount of Rs 41,50,00,000/-, which he will pay in phases to the defendant No.1 and his partner Inderjeet Singh Kalra. Further stated that considering the scheme of the plaintiff, the defendant No. 1 and his partner Inderjeet Singh Kalra came into the voices of the plaintiff and accordingly had executed a LLP Acquisition Agreement on 16/09/2024 with the defendant. Further stated that as per the agreement, the plaintiff was required to pay a total consideration amount of Rs 41,50,00,000/- to the defendant No. 1 and his partner Inderjeet Singh Kalra for purchase of the entire 100% share i.e 50% of the defendant No. 1 and balance 50% of his partner Inderjeet Singh Kalra as he was willing to develop a real estate project over the said entire land with the condition that the plaintiff shall pay an amount of Rs 6,50,00,000/- to the defendant No. 1 and his partner Inderjeet Singh Kalra on or before 31.03.2025 and remaining balance consideration amount of Rs 35,00,00,000/- shall be paid by the plaintiff to the defendant No. 1 and his partner Inderjeet Singh Kalra in monthly instalments of Rs 1,00,00,000/- , commencing from the completion of a period of 3 months from the date of grant of RERA Registration to the project and continuing for 35 months until the total consideration is paid in full. However, the plaintiff has not paid the agreed amount in the manner as mentioned above and violated the terms and conditions of the LLP Acquisition

Agreement dated 16/09/2024. Further stated that in the first week of the October 2024, plaintiff again approached the defendant No. 1 to re-consider his decision of selling his share holding to him and considering the proposal and request of the plaintiff on the basis of protracted dialogues and carefully considering all relevant aspects has agreed upon to re-join the defendant No. 2 firm as an active partner and accordingly, a Memorandum Of Understanding was executed on dated 08.10.2024 in furtherance of LLP Acquisition Agreement dated 16/09/2024 between the defendant and plaintiff no 2. Further stated that as per the MOU dated 08.10.2024, it has been settled that the defendant No.1 has rejoined the defendant No. 2 firm and shall retain his existed 50 % share in the defendant No. 2 firm as well as in the project and further it has been agreed upon by the defendant No. 2 that he will purchase additional 20 % of the share of the plaintiff which he had purchased from his partner i.e Inderjeet Singh Kalra under the LLP Acquisition Agreement dated 16/09/2024 and accordingly, the defendant No. 1 shall be having 70% share, where as, the plaintiff shall only be having 30 % share in the defendant No.2 firm and its project. Further stated that defendant No. 1 then had given an amount of Rs 2,00,00,000/- to the plaintiff through cheque No. 000460 dated 04.10.2024 of ICICI Bank in the name of the defendant No. 2 Firm. Further stated that the plaintiff shall pay the agreed payable amount to the Inderjeet Singh Kalra as per his 30% share and rest 20% share to the defendant No. 1 as per the MOU dated 08.10.2024 as defendant No. 1 had purchased the additional 20 % share by way of paying Rs 2.00 Crores in the defendant No. 2 Firm and shall not raise any objection to his exit in the defendant No.2 firm, meaning thereby, that the plaintiff was to pay an amount of Rs. 12.45 Crore to the Inderjeet Singh Kalra. Further stated that the plaintiff has not paid the agreed amount in the manner as mentioned above and violated the terms and conditions of the MOU dated 08.10.2024. Further stated that it has also been agreed upon by the plaintiff that MOU dated 08.10.2024 shall be having overriding effect over the LLP Acquisition Agreement dated 16/09/2024 and the rights and obligations of the earlier partner Inderjeet Singh Kalra shall not be effected by this MOU dated 08.10.2024 and the defendant No. 1 shall be having all the rights in the defendant No.1 Firm as an effective partner and the plaintiff shall not make any individual decisions regarding the defendant No. 2, its operations, any sales to be made, any approvals or licences, any of the inventory or other assets or aspects of the defendant No. 2 Firm without obtaining the prior written approval of the defendant No. 1. Further stated that despite this, plaintiff having hand in glove with his wife Mandeep Kaur and brother-in-law Rajive Arora have received the amounts worth crores of rupees from various prospective buyers in his and his wife Mandeep Kaur personal account and also in the account of his brother-in-law Rajive Arora and when the defendant No.1 and his earlier partner Inderjet Singh Kalra asked about the same, then, the plaintiff along with his wife Mandeep Kaur and mother ran away. Further stated that then the defendant No. 1 has made a complaint against the plaintiff, his wife Mandeep Kaur and brother-in-law Rajive Arora and accordingly, FIR No.454 dated 18/09/2025 u/s 316 (4), 318 (4) and 61(2) BNS is registered against the plaintiff and his wife Mandeep Kaur at Police Station Zirakpur and another FIR No.194 dated 29/09/2025 U/S 316 (4), 318 (4) , 61(2), 336(2),336(3), 338, 340 (2) At Police Station Civil Lines, Patiala against plaintiff, his wife Mandeep Kaur and brother-in-law Rajiv Arora in this regard. Further stated that thereafter, the competent authority has approved the RERA Registration for the project "ROSERO ELENA" Vide registration No. PBRERA-SAS79-PR1134 dated 25.04.2025 valid upto 31.03.2030. Further stated that the defendant No. 1 further came to know that the plaintiff and his wife Mandeep Kaur has taken an amount of Rs 14,00,000/- from Shilpy Arora wife of Varun Sahdev on dated 07.03.2024 i.e Rs 10 lacs in cash and Rs 4 lacs in the account No. 50100155947507 of HDFC Bank having IFSC Code HDFC0004030 from her account No. 6580410319 of Indian Bank through RTGS for purchase of residential unit no 1/1002 (3 BHK) 10^{th} Floor in the project namely ROSERO ELENA situated at Singhpura Zirakpur, however, as per the entry, residential unit no 1/1002 (3 BHK) 10^{th} Floor was not booked in her name and accordingly duped her for an amount of Rs 14,00,000/- in the name of defendants. Further stated that in this manner, the plaintiff has violated the terms and conditions of clause 7 and 8 of the MOU dated 08.10.2024. Further stated that defendant No. 1 further came to know that the plaintiff and his wife Mandeep Kaur has taken an amount of Rs 17,30,000/- from Anshul Aggarwal son of Mohan Shyam Aggarwal Rs 17,30,000/- as the initial amount paid to the plaintiff and his wife Mandeep Kaur on dated 11.09.2024 i.e Rs 6 Lacs in cash to the plaintiff and Rs 11,30,000/- in their account No. 59540200000282 of Bank of Baroda from his account No. 50200074747634 of HDFC Bank through RTGS for purchase of residential unit no 811 (3 BHK) 8^{th} Floor in the project namely ROSERO ELENA situated at Singhpura Zirakpur, however, as per the entry, residential unit no 811 (3 BHK) 8^{th} Floor was not booked in her name and accordingly duped her for an amount of Rs 17,30,000/- in the name of plaintiffs. Further stated that in the similar manner the plaintiff has taken various amounts from Mohan Shyam Aggarwal, Kanwar Pal Aujla, Rajan Sachdeva, Sourabh Bhardwaj and his wife Shweta Bhardwaj etc. in his and his wife personal account and duped and defrauded the defendants and accordingly violated the terms and conditions of the MOU dated 08.10.2024. Further stated that the defendants and his earlier partner Inderjeet Singh Kalra have also filed a similar suit for declaration and permanent injunction against the plaintiff and the same is pending adjudication before the Civil Courts at Derabassi. Further stated that it is the plaintiff who has to take the prior written approval from the defendant No. 1 as per clause 7 of the MOU dated 08.10.2024 as the plaintiff shall not make any individual decisions regarding the defendant No.2 Firm, its operations, any sales to be made, any approvals or licences, any of the inventory or other assets or aspects of the defendant No. 2 Firm, so, it is the plaintiff who has breached the terms and conditions of the agreement MOU dated 08.10.2024. Further stated that defendants have taken the decisions strictly as per the terms and conditions of the MOU dated 08.10.2024. Rather it is the plaintiff who have violated the terms and conditions of the MOU dated 08.10.2024 and has not paid the agreed amount in the manner as mentioned above and violated the terms and conditions of the LLP Acquisition Agreement dated 16/09/2024. Lastly, prayed that the application may kindly be dismissed.

4. I have heard the learned counsel for the parties and perused the case file carefully. After hearing the learned counsels for parties and on perusal of the plaint filed by the respondent/plaintiff and documents attached therewith, this court is of considerate view that it is pertinent to mention here that the primary purpose of temporary injunction under order 39 rule 1 and 2 is to prevent injustice during the pendency of litigation. The object of the temporary injunction is to protect the plaintiff against injury by violation of his right for which he could not be adequately compensated in damages recoverable in the action if the uncertainty were resolved in his favour at the trial. The need for such protection has, however, to be weighed against the corresponding need of the defendant to be protected against injury resulting from his having been prevented from exercising his own legal rights for which he could not be adequately compensated. Further the Hon'ble Supreme court in **Gujarat Bottling Co. Ltd. V. Coca Cola Co. & Ors, (1995) 5 SCC 545,** held that, *"the grant of an interlocutory injunction during the pendency of legal proceedings is a matter requiring the exercise of discretion of the court. While exercising the discretion the court applies the following tests:-*

i. *whether the plaintiff has a prima facie case;*
ii. *whether the balance of convenience is in favour of the plaintiff; and*
iii. *whether the plaintiff would suffer an irreparable injury if his prayer for interlocutory injunction is disallowed.*

5. Hence, the primary purpose of granting interim relief is the preservation of property in dispute till legal rights and conflicting claims of the parties before the court are adjudicated. In other words, the object of making an order regarding interim relief is to evolve a workable formula to the extent called for by the demands of the situation, keeping in mind the pros and cons of the matter and striking a delicate balance between two conflicting interests, i.e., injury and prejudice, likely to be caused to the plaintiff if the relief is refused; and injury and prejudice likely to be caused to the defendant if the relief is granted. The court in the exercise of sound judicial discretion can grant or refuse to grant interim relief. The underlying object of granting temporary injunction is to maintain and preserve status quo at the time of institution of the proceedings and to prevent any change in it until the final determination of the suit. It is in the nature of protective relief granted in favour of a party to prevent future possible injury.

6. Here, in present suit, it is to be seen that the plaintiff's main claim is based on the MOU signed by both the parties. There are some of the conditions given in MOU between the parties which are required to be discussed here i.e. no.7 & 8 which provides that –

> *7. During the period between the execution of this MOU and the formal entry of the First Party into the Firm as a 70% partner, the Second Party shall not make any individual decisions regarding the Firm, its operations, any sales to be made, any approvals or licences, any of the inventory or other assets of the Firm or any other aspect of the Firm without obtaining*

prior written approval from the First Party. This includes, but is not limited to, decisions related to financial matters, business operations, asset management, and any other matters that may materially affect the Firm or its future prospects in any manner. The Second Party shall keep the First Party fully informed of all such matters (without any limitation) pertaining to the Firm and shall seek the First Party's approval for all significant actions or decisions.

8. The Second Party represents and warrants that:

(a) He will have the full right and authority to transfer the agreed share of the Firm to the First Party and shall accordingly be bound to adhere to the same;

(b) All taxes, duties, and other statutory payments related to the Firm and the said Entire Land will be up to date and there will be no pending demands or notices from any statutory authorities;

(c) It is clearly and explicitly agreed that no other or new partner will be added into the said Firm by the Second Party without the explicit consent of the First Party, nor shall any partner retire without such consent.

(d) Second Party will not take any new investors or even sell in whole or in part the said firm in any manner to any third party without the explicit consent of the First Party.

(e) Second Party will not make any changes to the Firm's business operations or assets without the explicit consent of the First Party.

7. First of all, it is to be seen that while interpreting clauses within a Memorandum of Understanding (MoU) or a partnership agreement, the explicit wording of the clause is crucial. If the MoU specifies that the plaintiff cannot make decisions regarding sales without the defendant's approval, it is essential to examine whether the clause explicitly states or implies reciprocity.

Further, there is a legal maxim ***"expressio unius est exclusio alterius"*** which means that the explicit mention of one thing implies the exclusion of others. This principle is used in statutory interpretation and legal reasoning, suggesting that if a law or statute specifies one or more items, it implies the exclusion of others not mentioned.

8. In the present case, plaintiff is claiming injunction on the ground that as per Clause 8 of the MoU, the Plaintiff was specifically restricted from making any individual decisions regarding the firm, its operations, sales, approvals, licenses, inventory, or any other aspect affecting the firm without obtaining prior written approval from the Defendant, thereby, ***the said clause would work both ways,*** where, the consent of the plaintiff was also required for carrying out any major deals or raising of any loans or creating of any type of charge over the property in the project.

But as it is discussed that all the conditions written in the agreement must be understood and applied exactly as they are written, without any modification, reinterpretation, or additional explanation, it means another meaning cannot be given to written conditions in a document. The MOU specifically provides that the Second Party (plaintiff) shall not make any individual decisions regarding the Firm, its operations, any sales to be made, any approvals or licences, any of the inventory or other assets of the Firm or any other aspect of the Firm without obtaining prior written approval from the First Party (defendant no.1).

9. Further both the above stated clauses only talk about the prior approval of defendant no.1, but no such right is given to plaintiff. As all the conditions written in the agreement must be understood and applied exactly as they are written, without any modification, reinterpretation, or additional explanation. It emphasizes that the wording of the agreement is final and binding, and no party is allowed to assign a different meaning or clarify it in another way later. So, in view of the MoU, it is seen that it gives right to given prior written consent to defendant no.1 only and not the plaintiff, so, accordingly, at this stage, the plaintiff has failed to prima facie prove his case.

10. In view of the above discussion, the application under Order XXXIX Rules 1 and 2 CPC stands dismissed.

However, it is made clear that nothing discussed or observed herein above shall have any effect and be construed as an expression of mind on the merits of the case.

Date Of Order: 30.03.2026
Jyoti

(Manmeet Kaur)
Civil Judge (Junior Division),
Dera Bassi/SAS Nagar
UID No. PB0744