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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(OS) 121/2024**

AVTAR KHATKAR

.....Plaintiff

Through: Mr. M. M. Sharma and Mr. Ankit
Singh Rajput, Advs.

versus

TIRATH SINGH KHATKAR & ORS.

.....Defendants

Through: None.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

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31.10.2025

I.A. 26878/2025 (filed on behalf of the plaintiff seeking *ad interim ex parte* injunction)

1. Heard Mr. M. M. Sharma, learned counsel appearing for the plaintiff.
2. The plaintiff-Avtar Khattar has filed the instant civil suit seeking partition and permanent injunction in respect of the suit property bearing No.2979/2 admeasuring about 400 sq. yards and property bearing No.3066/81/2, Ranjit Nagar, New Delhi-110008 admeasuring about 60 sq. yards.
3. The plaintiff claims to be the co-owner to the extent of $\frac{1}{4}$ th undivided share in both properties. As per the case set up by the plaintiff, the defendants have dishonestly refused to partition the suit properties by metes and bounds and have attempted to usurp the entire ownership. The plaintiff contends that during his visit to India on 23.10.2025, he discovered that



defendant Nos.1 and 2 had illegally sold property No. 3066/81/2 to one Mr. Anil Kumar Singhal, suppressing the fact of the pendency of the present civil suit. It is the case of the plaintiff that the buyer has demolished the old structure and commenced construction of a seven-storeyed building on the said property.

4. The plaintiff claims to have lodged a written complaint before the local police station at Ranjit Nagar and annexed photographs of the construction. The plaintiff has further learnt that defendant No.1 is attempting to sell the other property, i.e., 2979/2, Ranjit Nagar, New Delhi, to another third party. Mr. Satish Agrawal, for a consideration of approximately ₹12 crore by executing an Agreement to Sell based on forged and fabricated documents. The plaintiff apprehends that the defendants, in collusion with third parties, are attempting to illegally alienate, sell, and encumber the suit properties, which would defeat his lawful rights as a co-owner. The plaintiff, a senior citizen aged 78 years residing in the USA, submits that unless the defendants are restrained from carrying out further constructions, he will suffer irreparable loss and injury which cannot be compensated in monetary terms.

5. Considering the averments and documents placed on record, the plaintiff asserts an undivided 1/4th share in the suit properties and has placed on record various documents to indicate that construction is being raised therein.

6. Under these circumstances, the Court finds that it would be appropriate to deal with the submissions made in the instant application on an early date.

7. Accordingly, issue notice.



8. On the plaintiff taking necessary steps, let notice be issued to the defendants through all permissible modes, returnable on the next date of hearing.
9. Additionally, *dasti* service is also permitted. Let the requisites be filed during the course of the day. Let the notice be handed over by tomorrow.
10. In the meantime, if any further construction or alienation is made in property bearing No.3066/81/2, the same shall remain subject to directions to be passed by this Court on the next date of hearing.
11. With respect to property No. 2979/2, Ranjit Nagar, New Delhi, it is directed that there shall not be any further alienation. The *status quo qua* the title and possession with respect to the said property, is directed to be maintained.
12. Provisions of Order XXXIX Rule 3 of the Code of Civil Procedure, 1908 be complied with within one week from today.
13. List on 10.11.2025.
14. Order *dasti*.

PURUSHAINDRA KUMAR KAURAV, J
OCTOBER 31, 2025/P/AMG