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

+ RSA 41/2026, CM APPL. 12722/2026, CM APPL. 12724/2026

P.S. RAVINDRAN (NOW DECEASED) & ORS.Appellants

Through: Ms. Uma Aggarwal and Mr. Pulkit
Aggarwal, Advocates

versus

R.S. CHHABRA

.....Respondent

Through: Mr. Sandeep Sethi and Mr. Pawanjit
Singh Bindra, Sr. Advocates with
Mr. Keshav Sehgal, Mr. Shivam
Gaur, Mr. Aryan Kumar and
Ms. Rashi Singh, Advocates

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

24.03.2026

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1. Civil Suit bearing CS SCJ No. 656/2024 was filed by the Plaintiffs/Appellants for permanent injunction for restraining the Defendant from executing the Sale Deed in favour of third party, since the Plaintiffs/Appellants had an Agreement to Sell dated 07.11.2009.

2. It is submitted that the Defendant had entered into an Agreement to Sell to purchase a property with its erstwhile owner, in respect of which litigation ensued by way of Suit for Specific Performance of Agreement to Sell that was filed by the Defendant, which eventually ended in a compromise decree.

3. However, during the execution, the decree came under the bad weather, but eventually the matter was taken up by Supreme Court wherein *vide* Order dated 21.02.2024, the Supreme Court directed the Defendant



herein to deposit the balance sale consideration and further that the Sale Deed be executed, in favour of the Defendant.

4. The Plaintiffs/Appellants who had a vested interest in the Suit Property by virtue of an Agreement to Sell dated 07.11.2009 and Addendum dated 09.12.2010, approached the Defendant for execution of the Sale Deed, but according to the Plaintiffs/Appellants, the cause of action had not matured since the Sale Deed is yet to be executed in favour of the Defendant pursuant to the orders of the Supreme Court.

5. The Plaintiffs/Appellants thus filed the Suit for Permanent Injunction on 28.03.2024 seeking the relief of injunction against the Defendant from creating the third party rights. In the said Civil Suit, it was specifically mentioned that the cause of action for seeking Specific Performance for Agreement to Sell in favour of the Plaintiffs/Appellants, had not arisen till the Sale Deed was executed in favour of the Defendant No. 3 and the right to file the Suit for Specific Performance was reserved, while only a relief of Permanent Injunction, was sought.

6. Learned Civil Judge *vide* judgment dated 18.04.2024 noted that though the cause of action for filing the Suit for Specific Performance existed, the same had not been sought and therefore, rejected the Suit by claiming that the Suit for Permanent Injunction simplicitor, was not maintainable.

7. This matter was taken in ***Appeal in RCA DJ No. 74/2024*** whereby the learned Appellate Court in its judgment dated 18.11.2025, concurred with the learned Civil Judge and dismissed the Appeal. Aggrieved by the said judgment, the present Regular Second Appeal has been preferred.

8. ***Learned Senior Advocate on behalf of the Respondent*** has



vehemently contended that it was specifically stated in the plaint that the Plaintiff/Appellant had approached the Defendant for execution of Sale Deed, but Defendant had denied and, therefore, the cause of action for filing Suit for Specific Performance was complete and the Suit had been rightly rejected by the learned Civil Judge and upheld by the learned District Judge.

9. It is further contended that the title of the Defendant to execute the Sale Deed in favour of the Plaintiff/Appellant, was not relevant for the Plaintiff to file the Suit for Specific Performance.

10. Thirdly, the contents in the plaint were contradictory as on the one hand, it was asserted that Suit for Specific Performance could not be filed and on the other hand, restrain was sought against the Defendant from creating the third party rights.

11. Further, the Suit for permanent injunction had been rightly rejected, because as per the Plaintiffs/Appellants when the Suit for Specific Performance was not maintainable, the Appellants could not have been filed a Suit for injunction. It is stated that the Sale Deed got executed in favour of the Defendant on 05.04.2024.

Submissions heard.

12. Following substantial questions of law arise from the present Regular Second Appeal:-

- (i) Whether the Suit for Permanent Injunction can be maintained even though the Defendant had no Sale Deed in his name?
- (ii) Whether the Plaintiffs had a cause of action to file the Suit for Specific Performance, when the Suit for permanent injunction was filed on 25.03.2024?

13. Written Submissions be filed by both the parties within eight weeks



failing which the same shall be accepted subject to cost of Rs.25,000/- to be deposited with the Delhi High Court Advocates' Welfare Trust.

14. List for arguments on 17.07.2026.

NEENA BANSAL KRISHNA, J

MARCH 24, 2026

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