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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 330/2026 & I.A. 8267/2026, I.A. 8268/2026, I.A.
8269/2026, I.A. 8270/2026

MEDMOUNTAIN PHARMA LLPPlaintiff

Through: Mr. Saurabh Kirpal, Sr. Adv. with
Mr. Rahul Malhotra, Ms. Sneha
Agrawal, Advocates (M:9899218215)

versus

SAURABH BUILDCON PVT LTDDefendant

Through: None.

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

% **ORDER**
27.03.2026

I.A. 8268/2026 (For Exemption)

1. Exemption allowed, subject to all just exceptions.
2. Application is accordingly disposed of.

I.A. 8270/2026 (Exemption from undergoing Pre-Institution Mediation)

3. The present is an application under Section 12A of the Commercial Courts Act, 2015, read with Section 151 of Code of Civil Procedure, 1908 ("CPC"), seeking exemption from undergoing Pre-Institution Mediation.
4. Having regard to the facts of the present case and in the light of the



judgment of Supreme Court in the case of ***Yamini Manohar Versus T.K.D. Keerthi***, 2023 SCC OnLine SC 1382, and Division Bench of this Court in ***Chandra Kishore Chaurasia Versus RA Perfumery Works Private Ltd.***, 2022 SCC OnLine Del 3529, exemption from attempting Pre-Institution Mediation, is granted.

5. Accordingly, the application stands disposed of.

I.A. 8269/2026 (Exemption from advance service)

6. The present application has been filed seeking dispensation of advance service of the suit to the defendant.

7. Considering the submissions made before this Court, and considering the urgent interim relief as being prayed for, the present application is accordingly allowed and disposed of.

CS(COMM) 330/2026

8. Let the plaint be registered as suit.

9. Issue summons to the defendant, through all permissible modes.

10. The summons shall state that the written statement(s) shall be filed by the defendant, within thirty (30) days from the date of receipt of summons. Along with the written statement(s), the defendant shall also file affidavit(s) of admission/denial of the documents of the plaintiff, without which, the written statement(s) shall not be taken on record.

11. Liberty is given to the plaintiff to file replication(s), if any, within thirty (30) days from the receipt of the written statement(s). Along with the replication(s), filed by the plaintiff, the affidavit(s) of admission/denial of the documents of defendant, be filed by the plaintiff, without which, the replication(s) shall not be taken on record.

12. It is made clear that any unjustified denial of documents may lead to



an order of costs against the concerned party.

13. If any of the parties wish to seek inspection of the documents, the same shall be sought and given within the timelines.

14. List before the Joint Registrar (Judicial) on 18th May, 2026, for completion of service.

15. List before the Court on 18th August, 2026.

I.A. 8267/2026

16. The present suit has been filed seeking prayer for decree of declaration in favour of the plaintiff and against the defendant to the effect that the terms of the Joint Venture Agreement dated 3rd April, 2023 executed between the parties for construction and development of the area measuring 2185.50 sq. yds. in *Plot bearing No. 71/5 situated at Industrial Area, Najafgarh Road, New Delhi* as shown as 'C', in the site plan are final and binding on the defendant, and also seeking permanent injunction restraining the defendant from creating any third party rights, title and/or interest, with respect to the aforesaid land.

17. Learned Senior Counsel for the plaintiff submits that the defendant approached the plaintiff for development of the larger property, i.e., *71/5 situated at Industrial Area, Najafgarh Road, New Delhi* and sale of substantial portion thereof.

18. Attention of this Court has been drawn to *Document-2*, i.e., Original Site Plan, attached with the present plaint, which is reproduced as under:



19. By referring to the aforesaid document, learned Senior Counsel for the plaintiff submits that as regards portion 'A' and 'A1' marked in the aforesaid document, the said portions of the land already stands transferred to the plaintiff by way of registered Sale Deed dated 11th September, 2019.
20. He further submits that as regards portion 'B', another suit for specific performance has been filed by the plaintiff, i.e., CS(COMM) 889/2023, wherein, *vide* order dated 15th December, 2023, a Coordinate Bench of this Court has already granted interim relief in favour of the plaintiff.



21. The relevant portions of the order dated 15th December, 2023 passed in CS(COMM) 889/2023, read as under:

“xxx xxx xxx

I.A. 25220/2023 (u/O 39 Rules 1 & 2 CPC)

1. Plaintiff claims that on 03.04.2023 it had entered into three agreements being an Agreement to Sell, Sale Deed and Joint Venture Agreement with the defendant with respect to adjacent plots in property bearing No. 71/5, Shivaji Marg, Najafgarh Road, New Delhi - 110015. Mr. Kirpal, learned Senior Counsel submits that while the transaction was completed with respect to two plots of the aforesaid property vide aforesaid sale deed and joint venture, the sale deed in respect of the suit land forming part of Agreement to Sell dated 03.04.2023 has not been executed by the defendant. It is claimed that plaintiff was always ready and willing to honour the Agreement to Sell and pay the remaining balance sale consideration which was available with the plaintiff. Learned Senior Counsel has invited attention of this Court to the defendant's letter dated 27.11.2023 showing their intention to execute the sale deed. The said letter was responded by the plaintiff vide letter dated 01.12.2023 thereby showing its readiness and willingness for execution of the sale deed however, defendant is not forthcoming to fulfill its obligation. Plaintiff apprehends that defendant may enter into third party agreement with respect to the suit land.

2. On a prima facie consideration of facts and materials placed on record, this Court is of the opinion that the plaintiff has made out a case for ex parte ad-interim orders. The balance of convenience lies in favour of the plaintiff, and there is likelihood of irreparable injury being caused to the plaintiff.

3. In view of the above, the parties are directed to maintain status quo as to title and possession of the suit property till the next date of hearing.

4. Reply to the application be filed within four weeks. Rejoinder thereto, if any, be filed within three weeks thereafter.

5. Provisions of Order XXXIX Rule 3 of the Code of Civil Procedure, 1908 be complied with within one week.

6. List on the above-mentioned dates.

xxx xxx xxx”

22. Learned Senior Counsel for the plaintiff submits that the present suit



pertains to portion 'C' as mentioned hereinabove.

23. It is submitted that a Joint Venture Agreement dated 03rd April, 2023 has been executed between the plaintiff and the defendant regarding construction and development of area in portion 'C' as shown in the Site Plan, measuring 2185.50 sq. yards forming part of the larger property, of which the defendant remained the owner.

24. It is submitted that the plaintiff has to develop a commercial building on the retained property comprising of 10 floors having built-up area of 32000 sq. feet. The balance area of 1400 sq. yards approx. has to be transferred and conveyed by the defendant in favour of the plaintiff.

25. He submits disputes have arisen between the parties.

26. Thus, it is submitted that the present suit has been filed with respect to portion 'C' forming part of the larger property.

27. Attention of this Court has also been drawn to the Joint Venture Agreement dated 03rd April, 2023 between the parties, relevant portions of which, are reproduced as under:

“xxx xxx xxx

AND WHEREAS the **FIRST PARTY** has sold area measuring 2215.44 Sq. Yds. and 768.64 Sq. yards by way of Sale Deed dated 03.04.2023 in favour of the **SECOND PARTY** and/or its nominees out of the plot of land bearing No. 71/5, measuring 7246.67 Sq. Yds. (6059.08 Sq. Mtrs.), situated at Industrial Area, Najafgarh Road, New Delhi, (hereinafter referred to as '**SAID PLOT OF LAND**'). The portion of the **SAID PLOT OF LAND** is marked as "A" and "A1" in blue colour in the site plan attached to the present agreement.

AND WHEREAS the present Agreement concerns the remaining portion of the **SAID PLOT OF LAND** measuring 2185.50 Sq. Yds. which is marked as "C" in yellow colour in the site plan attached to the present agreement.

AND WHEREAS the **FIRST PARTY** is left with ownership of area measuring 2185.50 Sq. Yds. in the **SAID PLOT OF LAND** forming part of area marked as "C" in yellow colour in the site plan attached to the present agreement (hereinafter referred to as '**RETAINED PROPERTY**').



AND WHEREAS it has been agreed between the parties that the **SECOND PARTY** shall develop a commercial building on the **RETAINED PROPERTY** comprising of 10 floors having built up area measuring 32000 square feet as per the sanction plan with stair case and lift with all the rights in the common areas in the **SAID PLOT OF LAND** (hereinafter referred to as the '**DEVELOPED PROPERTY**').

AND WHEREAS the said **DEVELOPED PROPERTY** along with the all the rights, title and interest in the remaining **RETAINED PROPERTY** including total Floor Area Ratio (FAR) present or future shall be owned and possessed by the **FIRST PARTY** along with the proportionate land rights underneath in the **RETAINED PROPERTY** and the rights, title and interest in the balance area in the **RETAINED PROPERTY** shall vest solely and absolutely with the **SECOND PARTY**. The terms and conditions for the construction and development of the **DEVELOPED PROPERTY** over the **RETAINED PROPERTY** as mutually agreed between the parties are detailed hereunder.

xxx xxx xxx

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The **SECOND PARTY** shall construct and develop the **DEVELOPED PROPERTY** on the **RETAINED PROPERTY** comprising of 10 floors having built up area measuring 32000 square feet in total as per the sanction plan along with the construction in the areas as mentioned in "A" and "B" as marked in the site plan attached herewith.
2. The **DEVELOPED PROPERTY** shall be owned and possessed by the **FIRST PARTY** along with the proportionate land rights beneath which shall form part of the **RETAINED PROPERTY**. The rights, title and interest in the balance area in the **RETAINED PROPERTY** shall vest solely and absolutely with the **SECOND PARTY**.
3. It has been agreed that the **FIRST PARTY** shall sell, transfer and convey of the balance area in the **RETAINED PROPERTY** in favour of the **SECOND PARTY** and/or its nominees by way of a sale deed in lieu of the construction and development of the area in the commercial building i.e. **DEVELOPED PROPERTY** belonging to the **FIRST PARTY**. The stamp duty and registration charges of the sale deed shall be borne by the **SECOND PARTY**. The common areas as per sanction plan in the **RETAINED PROPERTY** shall remain under common usage by both parties.

xxx xxx xxx"

28. It is submitted that since it is comprehensive project for whole plot of



land *qua* which the Joint Venture Agreement has been entered, retaining only a small portion of the land and not transferring the same to the plaintiff, would cause irreparable loss to the plaintiff.

29. It is submitted that if the defendant is permitted to create third party rights, the project over the entire larger property shall be jeopardized, which shall gravely prejudice the rights and interest of the plaintiff, as the plaintiff has already invested in the proposed project.

30. The matter requires consideration.

31. Issue notice to the defendant, by all permissible modes.

32. Let reply be filed within a period of four weeks, from today.

33. Rejoinder thereto, if any, be filed within a period of two weeks, thereafter.

34. Considering the submissions made before this Court, this Court is of the considered view that a *prima facie* case is made out in favour of the plaintiff. Further balance of convenience also lies in favour of the plaintiff and irreparable injury shall be caused to the plaintiff if third party interest is created in the suit property.

35. Accordingly, the defendant is restrained from alienating, disposing of and creating third party rights, title or interest in any manner, in respect of the area measuring 2185.50 Sq. yards in *Plot bearing No. 71/5 situated at Industrial Area, Najafgarh Road, New Delhi*, as shown as portion 'C' in the site plan, as reproduced above, till the next date of hearing.

36. Compliance under Order XXXIX Rule 3 CPC shall be done within a period of one week from today.

37. List before the Joint Registrar (Judicial) on 18th May, 2026, for completion of service.



38. List before the Court on 18th August, 2026.

MARCH 27, 2026/au

MINI PUSHKARNA, J