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

+ CS(COMM) 254/2020

I.A. 5585/2020 (under Order XXXIX Rule 1 and 2 CPC)

I.A. 5586/2020 (exemption from filing notarised pleadings and affidavits)

I.A. 5587/2020 (exemption from filing court fees)

I.A. 5588/2020 (under Order XI Rule 1 (4) Commercial Courts Act)

I.A. 5589/2020 (exemption)

M/S ROMESH INDUSTRIES

..... Plaintiff

Represented by: Mr. Aman Dhyani, Advocate.

versus

R.K. KHULLAR AND CO. & ORS.

..... Defendants

Represented by:

**CORAM:**

**HON'BLE MS. JUSTICE MUKTA GUPTA**

**ORDER**

% **14.07.2020**

The hearing has been conducted through Video Conferencing.

I.A. 5589/2020 (exemption)

1. Exemption allowed subject to just exceptions.
2. Original documents be filed within one week of the resumption of the normal Court functioning.
3. Application is disposed of.

I.A. 5588/2020 (under Order XI Rule 1 (4) Commercial Courts Act)

1. Additional documents if any be filed within 30 days.
2. Application is disposed of.

I.A. 5586/2020 (exemption from filing notarised pleadings and affidavits)

I.A. 5587/2020 (exemption from filing court fees)

1. Plaintiff is exempted from filing the affidavits in support of the plaint and applications as also the Court fees at this stage. The affidavits in support of the plaint and applications as also Court fees be filed within one week of the resumption of the normal Court functioning.

2. Applications are disposed of.

CS(COMM) 254/2020 &

I.A. 5585/2020 (under Order XXXIX Rule 1 and 2 CPC)

1. Plaint be registered as suit.

2. Issue summons in the suit and notice in the application to the defendants through e-mail/SMS/Whatsapp returnable before this Court on 8<sup>th</sup> September, 2020.

3. Written statement and reply affidavit to the application be filed within 30 days of receipt of summons. Replication and rejoinder affidavit within three weeks thereafter.

4. Case of the plaintiff is that the plaintiff which is a partnership firm is the owner of plot No. C-202, Phase-I, Naraina Industrial Area, Delhi-110028 admeasuring 600 sq.yards. by virtue of a lease deed with the DDA executed on 11<sup>th</sup> May, 1972. This lease deed was converted into freehold on 1<sup>st</sup> May, 2013.

5. In the year 1993 the plaintiff entered into a license deed with the defendant No.1 with portion of the property approximately 300 sq. yards to permit it to conduct the business of surgical equipments. The said license deed was renewed from time to time and the license fee accordingly enhanced. On 14<sup>th</sup> May, 2019 plaintiff served the defendant with a legal

notice terminating their license. On 25<sup>th</sup> September, 2019 plaintiff also sent a letter to the North Municipal Corporation of Delhi seeking mutation of the property when it was informed vide communication dated 16<sup>th</sup> October, 2019 that the property bearing No. C-202 was being assessed in the name of defendant No.2 and 3.

6. Plaintiff filed an application under RTI to find out how the defendant No.2 and 3 were recorded as the assesses of the suit property, when it was found out that the same was on the strength of forged documents.

7. Claim of the defendants was that one of the erstwhile partners of the plaintiff Mr. Romesh Seth had entered into an agreement to sell with the defendants. An affidavit of Mr. Romesh Seth has also been filed which indicates that the documents used by the defendants were forged and fabricated.

8. Considering the averments in the plaint and the documents, particularly the lease deed being in favour of the plaintiff firm, the freehold conversion also in the name of the plaintiff firm, this Court finds that there is a merit in the contention that the defendant No.2 and 3 applied for mutation and assessment to be done of the portion of the property on the strength of forged and fabricated indemnity deed dated 31<sup>th</sup> March, 2003, affidavit dated 5<sup>th</sup> August, 1996 and the agreement to sell dated 5<sup>th</sup> August, 1996.

9. Therefore, the plaintiff has made out a prima facie case in its favour and in case no ad-interim injunction is granted, the plaintiff would suffer an irreparable loss. The balance of convenience also lies in favour of the plaintiff.

10. Consequently, till the next date of hearing before this Court, defendants, their agents, their representatives are restrained from creating

any third party rights in the suit property qua the title and possession or creating any construction thereon.

11. Compliance under Order XXXIX Rule 3 CPC be done within one week.

12. List the suit and application on 8<sup>th</sup> September, 2020.

13. Order be uploaded on the website of this Court.

**MUKTA GUPTA, J.**

**JULY 14, 2020**

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