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

+ **CS(OS) 265/2025**

DAVENDRA MOHAN ABBEY AND SON (HUF) & ORS.

.....Plaintiffs

Through: Mr. Ankur Sood and Mr. Prajwal
Suman, Advocates.

versus

MRS. RAMA ARORA & ANR.

.....Defendants

Through: None.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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02.05.2025

CS(OS) 265/2025

1. Let plaint be registered as a suit.
2. Upon filing of process fee, issue summons to the Defendants, through all permissible modes, returnable on 05.08.2025 before the Joint Registrar.
3. Written statement shall be filed by the Defendants within 30 days from the receipt of summons along with affidavit of admission/denial of the documents filed by the Plaintiffs.
4. It is open to the Plaintiffs to file replication within 30 days from receipt of the written statement along with affidavit of admission/denial of documents filed by the Defendants.
5. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.
6. If any of the parties wish to seek inspection of any documents, the

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same be done in accordance with Delhi High Court (Original Side) Rules, 2018.

7. List before the learned Joint Registrar for completion of service and pleadings, marking of exhibits and admission/denial of documents on 05.08.2025.

I.A. 10983/2025

8. This application is preferred by the Plaintiff under Order XXXIX Rules 1 and 2 read with Section 151 CPC, 1908 seeking *ad interim ex parte* injunction against the Defendants in respect of suit property bearing Plot No.11, 'S' street, Panchsheel Park, New Delhi.

9. Issue notice to the Defendants, through all permissible modes, returnable before Court on 22.07.2025.

10. It is the case of the Plaintiffs in the plaint that Plaintiff No. 1 is the late Davendra Mohan Abbey and Son (HUF), acting through its *Karta* Dr. Amit Abbey and owner of property bearing No. S-11, Panchsheel Park, New Delhi admeasuring 800 square yards (suit property). The property was acquired by a perpetual sub-lease deed on 22.04.1968 and after obtaining approvals from DDA, residential building was constructed. It is averred that Madan Gopal Abbey died on 20.02.1988 leaving behind a Will dated 01.07.1984 whereby he bequeathed life interest in the suit property in favour of his wife, namely, Prem Lata Abbey with right to use the property during her lifetime and after her death, property was to devolve on his son, Mr. Davendra Mohan Abbey and daughter, Ms. Manjulika Sandil.

11. It is stated that Mrs. Prem Lata Abbey expired on 18.08.2010 leaving behind a Will dated 01.06.1992 bequeathing all rights and interests in the property in favour of the HUF. Ms. Manjulika Sandil received her entire

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share of inheritance in the form of movables. Ms. Roopa Abbey, wife of Mr. Davendra Mohan Abbey died leaving behind unregistered Will dated 27.07.2012 bequeathing her share in the HUF in favour of her husband. Mr. Davendra Mohan Abbey also expired on 12.04.2018 leaving behind Will dated 06.06.2008.

12. It is averred in the plaint that Plaintiffs agreed to sell the suit property to the Defendants at lower rates and Defendant No. 1 paid an amount of Rs.1 crore to the Plaintiffs vide bank transfer on 03.04.2024 as token of acceptance of the transaction and later Agreement to Sell was executed between the parties on 10.04.2024. Thereafter, in two tranches, Defendants paid Rs. 50 lacs each. The total sale consideration as agreed was Rs.44 crores, however, on deposit of some of the cheques given by the Defendants, towards balance sale consideration, the same were dishonoured. Period under the Agreement for final payment expired on 10.10.2024 and Plaintiffs sent a letter on 11.10.2024 to the Defendants demanding balance sale consideration. Notice was also issued under Section 138 of Negotiable Instruments Act, 1881. Finally, Plaintiffs terminated the Agreement by notice dated 27.01.2025 and notified the Defendants that the amount of Rs.2 crores paid by them was forfeited. The suit has been filed by the Plaintiffs upon learning that Defendants are in the process of encumbering the suit property and are spreading news in the market that the suit property belongs to them.

13. Having heard learned counsel for the Plaintiffs, this Court is the view that Plaintiffs have made out a *prima facie* case for grant of *ex parte ad interim* injunction. Balance of convenience lies in favour of the Plaintiffs and if interim injunction is not granted, irreparable harm and injury would be

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caused to the Plaintiffs.

14. Accordingly, it is directed that till the next date of hearing, Defendants, their employees, agents or anyone acting on their behalf will not sell, alienate or transfer the suit property or create any third party rights or interests therein.

15. Plaintiffs shall comply with provisions of Order XXXIX Rule 3 CPC within a period of two weeks from today.

16. List before Court on 22.07.2025.

JYOTI SINGH, J

MAY 02, 2025/RW

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