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

+ **CS(OS) 371/2025**

SH. ANUP KUMAR & ANR.

.....Plaintiffs

Through: Mr. K.C. Mittal, Mr. Yugansh Mittal,
Mr. Keshav Poonia, Mr. S.L. Bunkar, Ms. Anita
Bunkar, Ms. Sunita Rani Garg, Mr. Ankit Garg
and Ms. Dhriti Garg, Advocates.

versus

SH. GAGANDEEP SINGH & ORS.

.....Defendants

Through: None.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

29.05.2025

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I.A. 13924/2025

1. This application is filed on behalf of the Plaintiffs under Section 151 of CPC, 1908 for condonation of delay of 20 days in re-filing the suit.
2. For the reasons stated in the application, the same is allowed. Delay of 20 days in re-filing the suit stands condoned.
3. Application stands disposed of.

I.A. 13923/2025

4. This application is filed on behalf of the Plaintiffs under Section 149 of CPC, 1908 for enlarging the time to file the Court fee.
5. For the reasons stated in the application, the same is allowed. Court fee be filed within three weeks from today.
6. Application stands disposed of.



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7. Let plaint be registered as a suit.
8. Upon filing of process fee, issue summons to the Defendants, through all permissible modes, returnable on 08.09.2025 before the Joint Registrar.
9. 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.
10. 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.
11. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.
12. If any of the parties wish to seek inspection of any documents, the same be done in accordance with Delhi High Court (Original Side) Rules, 2018.
13. List before the learned Joint Registrar for completion of service and pleadings, marking of exhibits and admission/denial of documents on 08.09.2025.

I.A. 13922/2025

14. This application is filed on behalf of the Plaintiffs seeking *ad interim ex parte* injunction restraining the Defendants, their associates, servants, agents and their representatives from creating any third party interest and/or alienating property being entire 2nd floor without terrace roof rights, ad measuring 200 sq. yards along with parking space of 1/4th undivided share of the car parking space at stilt area (below ground floor) out of the leasehold property bearing No. 14/12 along with proportionate undivided, indivisible



and impartial ownership right of underneath land measuring 200 sq. yards with super structure, situated at East Patel Nagar, New Delhi ('suit property').

15. Issue notice to the Defendants, through all permissible modes, returnable before Court on 20.08.2025.

16. Present suit is filed by the Plaintiffs for specific performance in respect of the suit property. It is averred by the Plaintiffs that Defendants No. 1 and 2, who are builders operating in and around East Patel Nagar area, along with Defendants No. 3 and 4 approached the Plaintiffs representing that they had entered into a Collaboration Agreement with the original owner Defendant No. 5 with respect to second floor of the suit property for re-development as the property is old and in a dilapidated condition. Defendants No. 1 and 2 also represented that they were owners of the other floors. Believing the Defendants, Plaintiffs executed an Agreement to Sell dated 21.04.2022 whereby Plaintiffs were to become owners of the entire built up second floor without terrace, roof rights along with 1/4th undivided share of car parking space etc. Out of the total sale consideration of Rs. 2,71,00,000/-, part payment of Rs. 71,00,000/- was paid by cheques and a further sum of Rs.1,04,00,000/- was to be paid by the Plaintiffs at the time of registration of Relinquishment Deed in the name of the original owner and balance Rs.96,00,000/- was to be paid on handing over vacant and peaceful possession.

17. It is further averred that Plaintiffs were assured that Defendant No. 5 was in the process of preparing the Relinquishment Deed and the property was free from any encumbrance, lien etc. Subsequently, stamp papers worth Rs.6,00,000/- were purchased to execute the Sale Deed and Plaintiffs



transferred Rs.45,00,000/- through two RTGS transfers in favour of Shri Birinderjit Singh Bindra followed by payment of Rs.7,50,000/- to Defendant No. 6, however, till date the Sale Deed is not executed and the Defendants are now resiling from the Agreement. Plaintiffs are ready and willing to perform their part of the Agreement and have the means to pay the balance consideration of Rs.96,50,000/-. It is learnt by the Plaintiffs that Defendants are in the process of selling the suit property to third parties in collusion with each other.

18. Having heard learned counsel for the Plaintiffs, this Court is of 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 caused to the Plaintiffs.

19. Accordingly, it is directed that till the next date of hearing, Defendants, their associates, servants, agents and their representatives shall not create any third party rights or interest in the suit property, as described above, and shall maintain status quo with respect to title and possession thereof.

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

JYOTI SINGH, J

MAY 29, 2025
S.Sharma/shivam