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

+ **CS(OS) 377/2025**

SATISH KUMAR

.....Plaintiff

Through: Mr. Udaibir Singh Kochar, Ms.
Samvartika Pathak and Mr. Utsav Garg,
Advocates.

versus

RISHI PRAKASH AND OTHERS

.....Defendants

Through: None.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

29.05.2025

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CS(OS) 377/2025

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 09.09.2025 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 Plaintiff.
4. It is open to the Plaintiff 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 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 09.09.2025.

I.A. 14042/2025

8. This application is filed on behalf of the Plaintiff under Order XXXIX Rules 1 and 2 read with Section 151 CPC, 1908 seeking *ad interim ex parte* injunction restraining Defendants, their agents, representatives, heirs, nominees etc., from transferring, alienating and/or creating third party rights or interest in land ad measuring 21 bighas and 9 biswas, out of Khasra Nos. 49/16 (4-16), 17 (4-16), 23/2 (2-00), 24 (4-16) and 25/1 (5-1), situated in the Revenue Estate of Village Nangal Thakran, Delhi ('suit property').

9. Issue notice to the Defendants, through all permissible modes, returnable before Court on 21.08.2025.

10. Present suit is filed by the Plaintiff *inter alia* for a decree of specific performance of Agreement to Sell dated 06.03.2024 read with Agreement for extension of time dated 18.06.2024 and a decree of declaration that the termination notice dated 16.05.2025 is illegal. Plaintiff avers that Defendants being recorded owner of the suit property, voluntarily and due to *bona fide* need agreed to sell the suit land to the Plaintiff vide Agreement to Sell dated 06.03.2024 for a total sale consideration of Rs.2,22,50,000/- per acre. At the time of executing the Agreement, Plaintiff paid a sum of Rs.90,00,000/- through various cheques and Defendants were under an obligation to obtain NOC for sale.



11. It is further averred that after execution of the Sale Agreement, a Relinquishment Deed dated 02.05.2024 was executed by Defendants No. 1, 4, 5, 6, 7 and 8 in favour of Defendants No. 2 and 3, which was duly registered on 08.05.2024. At the time of handing over, copy of the Relinquishment Deed dated 02.05.2024, Plaintiff was informed that late Smt. Shanti Devi had executed a registered Will dated 23.01.2012 in favour of Defendants No. 2 and 3 and that they had applied for a NOC. Accordingly, an Agreement for Extension of Time was executed on 18.06.2024 between the Plaintiff and Defendants No. 1 to 3. Further, Defendants filed a probate petition on 01.08.2024 registered as PC No. 26/2024. While the Plaintiff was following up with the Defendants for fulfilling their part of the obligations under the two Agreements, he learnt in the third week of May, 2025 that Defendant No. 1 had applied for and obtained NOC from District Magistrate, Narela for sale of suit land showing the proposed transferees as Rajendra Singh and Ringlets Realtors Private Limited, which is a breach of the Agreements executed with the Plaintiff. Legal notice sent on behalf of Defendants No. 2 and 3 was received by the Plaintiff on 20.05.2025 alleging that copies of the Agreement to Sell and Agreement for Extension of Time were not received by them and hence, the Agreements stand terminated. In this backdrop, the present application is preferred for *ex parte* ad interim injunction.

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



13. Accordingly, it is directed that till the next date of hearing, Defendants, their agents, representatives, heirs, nominees etc., shall not transfer, alienate or encumber the suit land in any manner whatsoever and shall maintain status quo with respect to title and possession thereof.

14. Plaintiff 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