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

+ CS(OS) 520/2025 with I.A. 19045/2025, I.A. 19046/2025 and I.A. 19047/2025

RAJESH KUMAR AND ANRPlaintiffs
Through: Advocate (appearance not given)

versus

DEV KUMARDefendant
Through:

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

% **06.08.2025**

I.A. 19046/2025 (seeking condonation of delay in refiling the present suit)

1. The present application has been filed on behalf of the plaintiffs seeking condonation of 8 days' delay in refiling the present suit.
2. For the reasons stated and taking into account the period of delay involved, the delay of 8 days in refiling the present suit is condoned.
3. The application stands disposed of.

I.A. 19047/2025 (seeking exemption from filing originals, etc.)

4. For the reasons stated, the plaintiffs are exempted from filing original/ proper font copy of the Conveyance Deed at this stage.
5. The application stands disposed of.

CS(OS) 520/2025

6. Let the plaint be registered as a suit.
7. Issue summons.



8. Summons be issued to the defendant through all permissible modes.
9. The summons shall state that the written statement shall be filed by the defendant within thirty (30) days from the date of the receipt of summons. Along with the written statement, the defendant shall also file an affidavit of admission/ denial of the documents of the plaintiffs, without which the written statement shall not be taken on record.
10. Liberty is given to the plaintiffs to file replication, if any, within thirty (30) days from the receipt of the written statement. Along with the replication filed by the plaintiffs, an affidavit of admission/ denial of the documents of the defendant be filed by the plaintiffs.
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 shall be sought and given within the timelines.
13. List on 9th September, 2025.

I.A. 19045/2025 (u/O-XXXIX Rules 1 and 2 of the CPC)

14. The present suit has been filed seeking specific performance of the Agreement to Sell and Purchase dated 21st September, 2024 read with Addendum thereto dated 24th May, 2025 for the sale of two properties situated at *Khasra No.92, situated at the Abadi, Block-A, Gali No.6 and 5, Madhu Vihar, Village Mandawali Fazalpur, Ilaqa Shahdara, Delhi-110092.*
15. As per the Agreement to Sell and Purchase dated 21st September, 2024, the sale consideration payable by the plaintiff no.1 to the defendant was Rs. 2,21,00,000/-. Pursuant to the aforesaid agreement, a sum of Rs. 30,00,000/- was paid by the plaintiff no.1 to the defendant in advance. Further, in terms of the aforesaid Agreement, the defendant converted the



aforesaid properties from leasehold to freehold.

16. It is submitted that the plaintiffs paid Rs. 30,000/- to prepare the Conveyance Deed and other documents to effect the transfer of the aforesaid properties and Rs. 1,00,000/- for getting the property converted from leasehold to freehold. However, the defendant failed to execute the sale deed to effect the transfer of the aforesaid properties.

17. A legal notice dated 28th February, 2025 was therefore sent on behalf of the plaintiffs to the defendant calling upon the defendant to execute the sale deed as per the aforesaid Agreement. Since the defendant was not complying with his obligations under the aforesaid Agreement, the plaintiff filed a suit for specific performance against the defendant.

18. While the plaint of the plaintiffs was under objections, the defendant again approached the plaintiffs and the parties executed an Addendum dated 24th May, 2025 to the aforesaid Agreement to Sell and Purchase dated 21st September, 2024.

19. In terms of the said Addendum, the date of registration of the sale deed was extended from 21st December, 2024 to 2nd June, 2025.

20. It is submitted that the plaintiffs have also incurred expenditure amounting to Rs.8,94,390 towards the execution of the sale deed, the details of which are given in paragraph no.59 of the plaint. Despite the aforesaid, the defendant did not come forward to execute the sale deed even on 2nd June, 2025. Hence, another legal notice dated 9th June, 2025 was sent by the plaintiffs to the defendant. However, the defendant remained silent.

21. The plaintiff is apprehending that the defendant is negotiating with third-parties to sell the aforesaid properties so as to frustrate the aforesaid Agreement entered into with the plaintiff.



22. In view of the above, a *prima facie* case has been made out on behalf of the plaintiffs.
23. Consequently, till the next date of hearing, the defendant is restrained from executing any sale/ transfer/ gift deed or any other deed/ document to create any third-party rights of interest in respect of the aforesaid two properties.
24. Issue Notice.
25. Notice be issued to the defendant through all permissible modes including e-mail.
26. Reply be filed within four (4) weeks.
27. Rejoinder thereto, if any, be filed within two (2) weeks thereafter.
28. Compliance under Order XXXIX Rule 3 of the Code of Civil Procedure, 1908 be done within three (3) days.
29. List on 9th September, 2025.

AMIT BANSAL, J

AUGUST 6, 2025

Vivek/-