$~O-27

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

\+ CS(OS) 793/2025

AMIT KHOSLA .....Plaintiff

Through: Mr. Tanuj Khurana with Mr. Ramandeep, Advocates.

versus

ANISHA V MOTWANI & ORS. .....Defendants

Through: Mr. Ravinder K. Yadav with Ms. Arti and Mr. Kartikey, Advocates for D1 and D2.
Mr. Anubhav Singh, Advocate for D3.

CORAM:
HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

<u>O R D E R</u>

% **03.12.2025**

<u>I.A.27452/2025 (for injunction)</u>

1. Heard learned counsel appearing for the parties on the instant application.

2. It is the case of the plaintiff that through defendant no. 3, who is a property dealer, an agreement was executed between the plaintiff and defendant nos. 1 and 2 with respect to property bearing no. 12B, Ground Floor, MIG Flats, Janakpuri, New Delhi.

3. The plaintiff and defendant no. 3 claim to have visited defendant no.1's residence at Pune to finalise the transaction. An agreement was executed in the presence of the parties against a total consideration of ₹2.87 Crores with certain conditions including a payment of ₹50,000/- to be paid

within 140 days from the date of the agreement to sell.

4. The plaintiff claims that he had handed over a cheque of ₹20 lakh as earnest money. The plaintiff submits that despite he being ready and willing to perform his part of the contract, the defendants have not come forward for performance of their part, and therefore, the instant civil suit has been filed.

5. On the last date of hearing, the Court has passed the following directions:

> *"1. Mr. Nakul Gandhi, learned counsel appearing for the plaintiff also presses the instant application and he contends that in the meantime, defendant Nos.1 and 2 be restrained from creating any third party right. According to him, the agreement to sell was executed against a total consideration of Rs.2.87 crore, and Rs. 20 lakh was paid through cheque as earnest money. He submits that the plaintiff is ready and willing to proceed for the execution of the sale deed.*
> *2. Notice.*
> *3. Mr. Raj Kumar, learned counsel appearing for respondent Nos.1 and 2 accepts notice.*
> *4. On the plaintiff taking necessary steps, let notice be issued to respondent No.3 through all permissible modes, returnable on the next date of hearing.*
> *5. In view of the submissions made by Mr. Raj Kumar, the Court, as of now, refrains from passing any order on this application.*
> *6. Let Mr. Raj Kumar take instructions and to file a reply.*
> *7. List this application for consideration on 03.12.2025."*

6. Today when the matter is called out Mr. Ravinder K. Yadav, learned counsel who appears for defendant nos. 1 and 2 contends that he has filed the reply and according to him the total consideration was agreed to be ₹3.87 crores. Mr. Yadav submits that the relevant entries in the agreement to sell were left blank at the time of signatures and instead of ₹3.87 crores the plaintiff has surreptitiously mentioned the entry of ₹2.87 crores.

7. He also submits that defendants have taken appropriate recourse including, lodging of a complaint against the plaintiff. He further submits that the Supreme Court in the case of ***T.D. Vivek Kumar and Anr. v. Ranbir Chaudhary***[3] has held that if the second party fails to comply with the terms, the plaintiff at best would be entitled for the refund of money.

8. I have considered the submissions made by the learned counsel appearing for the parties and have perused the record. The facts of the case would clearly indicate that the signature over the agreement to sell remains undisputed. What has been portrayed is that the relevant entries were left blank. The same seems to be unacceptable at this stage. No prudent person would sign such an agreement unless substantial conditions are clearly explained and properly understood. The total consideration against which the sale is being effected is one of the essential ingredients for any transaction.

9. Under these circumstances, the plaintiff is able to make out a *prima facie* case in its favour. If the property in question is sold out to a third party, the same would create avoidable complications. Accordingly, the balance of convenience also lies in favour of the plaintiff. The sale of the property to a third party may cause, particularly when the fluctuations in property markets are considered, irreparable injury to the plaintiff.

10. Under these circumstances, subject to the following directions the defendant nos.1 and 2 are hereby restrained from creating the third party right over the suit property:

(i) Let the plaintiff to deposit ₹2.67 crores with the Registrar General of this Court within a period of five weeks from today.

---

[3] 2023 INSC 362.

(ii) The same amount shall be invested by the Registrar General in an interest bearing FDR and shall remain subject to further directions to be passed by the Court.

11. The instant application stands disposed of.

12. Let the matter to continue before the Joint Registrar on 11.03.2026.

13. Without prejudice, let this matter be sent to the Delhi High Court Mediation & Conciliation Centre for exploring the possibility of amicable settlement.

14. Accordingly, the parties are directed to appear before the Delhi High Court Mediation & Conciliation Centre on 15.12.2025.

PURUSHAINDRA KUMAR KAURAV, J

DECEMBER 3, 2025
tr/ksr