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

+ **CS(OS) 968/2024 & I.A. 7469/2026**

SMT SHONIKA CHAWLA

.....Plaintiff

Through: None
versus

SMT YETHESH CHOUDHARY

.....Defendant

Through: Ms. Samvartik Pathak, Adv.
M: 9891001999

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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23.03.2026

I.A. 7469/2026

1. The present application has been filed on behalf of the defendant under Order XXXIX Rules 1 and 2 read with Section 151 of the Code of Civil Procedure, 1908 ("CPC"), for restraining the plaintiff from carrying on further construction, renovation, structural alteration or modification on the First Floor of the suit property, i.e., property bearing *No. M-53, Greater Kailash -II, New Delhi-110048*.
2. Learned counsel appearing for the defendant submits that subject matter of the present suit is only the First Floor of the aforesaid property. She submits that the defendant is the owner of the property and has never executed any registered Sale Deed in respect thereof. She submits that only a draft Sale Deed was purportedly signed by the defendant in favour of the plaintiff, since it was indicated to the defendant that the plaintiff intended to take a loan from the bank.
3. It is submitted that the plaintiff has also taken keys of the suit



property from the defendant on the false pretext that bank officials would inspect the premises. It is submitted that possession was never intended to be transferred and the keys were handed over only for the limited and specific purpose as aforesaid.

4. Learned counsel for the defendant further submits that construction/renovation work is being carried out by the plaintiff without the consent of the defendant, without any Sanctioned Building Plan and in contravention of the Municipal Laws. Thus, the present application has been filed.

5. This Court notes that in terms of the order dated 04th December, 2024 passed by this Court, the Local Commissioner has submitted its Report, relevant paragraphs of which, are as follows:

“xxx xxx xxx

3. At the first floor of the Suit Property, I found that there was one main door leading to the property in question. On the main door, I found a blue signage/ board with “SHONIKA CHAWLA, 1ST FLOOR, M-53, GK-2” written on it in white colour. I also found the main door locked. Mr. J. Chawla opened the said lock with the keys that he was carrying with himself and opened the door to the property in question. The property in question from the inside was under-constructed and did not have any electrical, civil, sanitary works etc. done. There were also no personal belongings of the Plaintiff inside the said property. After inspecting the property in



question, the Plaintiff and Mr. Shiven also joined myself and Mr. J. Chawla. Thereafter, the Plaintiff locked the door of the property in question with the keys. Photographs of the first floor of the Suit Property in question are annexed as **Annexure-B (Colly)**.

4. Since the first floor of the Suit Property was under-constructed and there was no furniture or place to inspect the original documents of the Plaintiff, we went to the basement of the Suit Property, which was stated to be owned by the Plaintiff. The Plaintiff showed me the following documents stated to be in original:
 - (a) Sale Deed dated 13.03.2012 stated to be executed by Mrs. Jaishree Kapoor in favour of M/s Shreya Infosoft Pvt. Ltd. through Mr. Dinesh Mittal for first floor and part of basement admeasuring 200 sq. ft. in property bearing number M-53, Greater Kailash-II, New Delhi erected on a plot of land admeasuring 261 sq. yds. along with 30% undivided and indivisible freehold ownership rights/ share in the land underneath the said property for a sum of Rs. 2.40 crores.

The said Sale Deed is a registered document bearing registration number 3797, Book No. 1, Vol. No. 12,031 on pages 164 to 176 and registered on 14.03.2012 in the office of Sub-Registrar V, New Delhi. The said Sale Deed also bore the stamp of the sub-registrar in grey colour. The signatures in the said Sale Deed were made in blue ink, except for the signature above the placeholder of sub-registrar V on the last page, which was in black ink. The said Sale Deed also carries finger prints on the document behind internal page number 1



and 2. Copy of Sale Deed dated 13.03.2012 stated to be executed by Mrs. Jaishree Kapoor in favour of M/s Shreya Infosoft Pvt. Ltd. through Mr. Dinesh Mittal for first floor and part of basement admeasuring 200 sq. ft. in property bearing number M-53, Greater Kailash-II, New Delhi is annexed as **Annexure-C**.

- (b) Sale Deed dated 23.04.2018 stated to be executed by M/s Shreya Infosoft Pvt. Ltd. through Mr. Dinesh Mittal in favour of Mrs. Yesthesh Choudhary for first floor, consisting of three bedrooms, four bathrooms, one drawing-cum-dining, kitchen and parking for two cars in stilt area and basement, measuring 200 sq. ft. of property bearing number M-53, Greater Kailash-II, New Delhi erected on a plot of land admeasuring 261 sq. yds. along with 30% undivided and indivisible freehold ownership rights/ share in the land underneath the said property for a sum of Rs. 1.88 crores.

The said Sale Deed did not bear the stamp of the sub-registrar. However, it bears details of registration having registration number 2,722 in Book No. 1, Vol. No. 2,269 on pages 150 to 170 and stated to have been registered on 24.04.2018 in the office of Sub-Registrar VA, New Delhi. The signatures in the said Sale Deed were made in blue ink. The said Sale Deed also carries finger prints on the document behind internal page number 2 and 3. I cannot confirm if they are original finger prints. Copy of Sale Deed dated 23.04.2018 stated to be executed by M/s Shreya Infosoft Pvt. Ltd. through Mr. Dinesh Mittal in favour of Mrs. Yesthesh Choudhary for first floor, consisting of three bedrooms, four



bathrooms, one drawing-cum-dining, kitchen and parking for two cars in stilt area and basement, measuring 200 sq. ft. of property bearing number M-53, Greater Kailash-II, New Delhi is annexed as **Annexure-D**.

- (c) Sale Deed dated 10.06.2024 stated to be executed by Mrs. Yethesh Choudhary in favour of Mrs. Shonika Chawla for first floor, consisting of three bedrooms, four bathrooms, one drawing-cum-dining, kitchen and parking for two cars in stilt area and basement, measuring 200 sq. ft. of property bearing number M-53, Greater Kailash-II, New Delhi erected on a plot of land admeasuring 261 sq. yds. along with 30% undivided and indivisible freehold ownership rights/ share in the land underneath the said property for a sum of Rs. 1.95 crores.

The said Sale Deed is an unregistered document. The signatures in the said Sale Deed were made in blue ink. The said Sale Deed also carries finger prints on the document behind internal page number 2. I cannot confirm if they are original finger prints. Copy of Sale Deed dated 10.06.2024 stated to be executed by Mrs. Yethesh Choudhary in favour of Mrs. Shonika Chawla for first floor, consisting of three bedrooms, four bathrooms, one drawing-cum-dining, kitchen and parking for two cars in stilt area and basement, measuring 200 sq. ft. of property bearing number M-53, Greater Kailash-II, New Delhi is annexed as **Annexure-E**.

xxx xxx xxx”

6. This Court also takes note of the copy of the Sale Deed dated 10th June, 2024, as on record before this Court, which has also been filed by the Local Commissioner. The Sale Deed dated 10th June, 2024, executed by the



defendant in favour of the plaintiff, records the fact of sale of the suit property by the defendant to the plaintiff.

7. This Court further takes note of the submissions made on behalf of the defendant that the defendant is still the owner of the suit property, as the said purported Sale Deed dated 10th June, 2024 was signed only as a draft Sale Deed, since it was the case of the plaintiff that loan had to be taken from the bank.

8. She further submits that the Sale Deed is not even registered, and therefore, the same cannot be relied upon by the plaintiff, in any manner.

9. Issue notice to the plaintiff by all modes.

10. Let reply be filed within a period of four weeks.

11. Rejoinder thereto, if any, be filed within a period of two weeks, thereafter.

12. Considering the submissions made before this Court, it is directed that *status quo* as regards the construction shall be maintained by the plaintiff, till the next date of hearing.

13. List before the Joint Registrar (Judicial) on the date already fixed, i.e., 28th March, 2026.

MINI PUSHKARNA, J

MARCH 23, 2026/KR