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

+ **CS(OS) 907/2025 & I.A. 31148/2025**

ABDUL RAHMAN

.....Plaintiff

Through: Mr. Gurmehar Singh Sistani and Mr.
Kartik Pathak, Advs.

versus

MOHD YUNUS & ORS.

.....Defendants

Through:

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

12.12.2025

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1. Let the plaint be registered as a suit.
2. Issue summons to the defendants through all permissible modes.
3. The summons shall state that the written statement(s) shall be filed by the defendants within thirty days from the date of the receipt of summons. Along with the written statement(s), the defendants shall also file affidavit of admission/denial of the documents of the plaintiff, without which the written statement(s) shall not be taken on record.
4. Liberty is given to the plaintiff to file replication(s), if any, within thirty days from the receipt of the written statement(s). Along with the replication(s) filed by the plaintiff, affidavit of admission/denial of the documents of the defendants be filed by the plaintiff.

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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 shall be sought and given within the timelines.
7. List before the Joint Registrar on 4th February, 2026.
8. List before the Court on 1st April, 2026.

I.A. 31148/2025 (u/O XXXIX Rules 1 and 2 of CPC, 1908)

9. The present suit has been filed seeking specific performance of Agreement to Sell dated 6th May, 2019 as extended on 24th June, 2022, 18th July, 2022 and further by way of Agreement dated 17th January, 2025.
10. It is the case of the plaintiff that the defendants no. 2 to 4 had approached the plaintiff representing that they were the true and lawful owners of the property having “*khasras No. 1079/475 (0-5), 1079/476 (1-6), 1079/475 (1-19), 1159/474 (1-4), 1158/474 (0- 11) and 1059/474 (0-10), total area measuring 5 Bigha 14 Biswa, situated at Village Madanpur Khadar, in the abadi of Shram Vihar, Madanpur Khadar, New Delhi-110044*” (hereinafter ‘suit property’).
11. The plaintiff entered into an Agreement to Sell dated 6th May, 2019 with the defendants no.2 to 4. The total consideration amount was Rs.4,80,00,000/-. Part payments were made by the plaintiff to the defendants no.2 to 4 in terms of the said agreement.
12. Subsequently, the defendants no.2 to 4 supplied one cancelled Family General Power of Attorney dated 27th December, 2023 and informed the plaintiff that they are not competent to execute any title deeds in favour of the plaintiff.
13. It came to the knowledge of the plaintiff that the real owner of the suit



property was defendant no.1 and therefore, it was agreed between the parties that the defendant no.1 would honour the terms of the earlier Agreement to Sell dated 6th May, 2019.

14. A total sum of Rs.2 crores has been paid to the defendant no.1 by the plaintiff and this has been acknowledged in the legal notice dated 23rd August, 2025 sent by the defendant no.1 to the plaintiff.

15. It is the case of the plaintiff that the defendants have fraudulently put the figure of Rs.10,50,00,000/- in the Agreement to Sell dated 17th January, 2025, even though the agreement between the parties was for a total consideration of Rs.4,20,00,000/-.

16. In the notice sent by the defendant no.1 on 23rd August, 2025, they have threatened to forfeit the amount of Rs.2,00,00,000/-. The plaintiff has also filed criminal complaints dated 21st June, 2025 with the Shaheen Bagh Police Station which was subsequently followed by a complaint to the DCP on 2nd July, 2025.

17. None appears on behalf of the defendants despite service.

18. Issue notice to the defendants through all permissible modes.

19. Reply(ies) be filed within four (4) weeks.

20. Rejoinder(s) thereto, if any, be filed within two (2) weeks thereafter.

21. Based on the aforesaid narration of facts, a *prima facie* case has been made out. Balance of convenience lies in the favour of the plaintiff and against the defendants. Irreparable injury would be caused to the plaintiff if any third party rights are created in the suit property.

22. Consequently, till the next date of hearing, the defendants are restrained from creating third party rights or interest in respect of the suit property.



23. Compliance of Order XXXIX Rule 3 of the Code of Civil Procedure, 1908 shall be done within three (3) days.
24. List before the Joint Registrar on 4th February, 2026.
25. List before the Court on 1st April, 2026.

AMIT BANSAL, J

DECEMBER 12, 2025

Vivek/-