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

+ **CS(OS) 928/2025**

SURINDER PAL CHAWLA & ANR.Plaintiffs

Through: Dr. Amit George and Mr. Siddhartha Jain, Advs.

versus

PRADEEP PRAKASH SACHDEVDefendant

Through: Mr. N.S.Dalal with Ms. Nidhi Dalal,
Mr. Alok Kumar, Ms. Rachana Dalal
& Mr. Karan Mann, Advocates.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

% **18.12.2025**

I.A. 31786/2025 (EXEMPTION-ORIGINAL/ CERTIFIED COPIES)

1. Plaintiffs shall file legible/original/certified and clearer copies of exempted documents, compliant with practice rules, before the next date of hearing.
2. The application for exemption is allowed, subject to the plaintiffs granting inspection of the documents filed, as and when required to do so, or filing the original documents at the stage of admission/denial.
3. The application stands disposed of.

CS(OS) 928/2025

1. The plaint is for the following relief:

“a) Pass a decree of declaration that the Agreement to Sell dated 02.09.2022 in



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favour of the Plaintiffs executed by Defendant, is a legally valid and binding document and the same is legally enforceable inter-se between the Plaintiffs and Defendant.

b) Pass a decree of Specific Performance of Agreement to Sell dated 02.09.2022 in favour of the Plaintiffs and against the Defendant thereby directing the Defendant to sell, transfer, convey and execute a proper sale deed in accordance with law and to deliver vacant and peaceful possession of the Premises being 50% undivided share in Plot No.1, Road No.71, Punjabi Bagh Colony West, New Delhi, admeasuring 444.5 sq. yards (marked in yellow colour in the site plan).

c) Pass a decree of Permanent Injunction in favour of the Plaintiffs and against the Defendant, thereby perpetually restraining him, his employees, agents, attorneys, nominees, assigns, legal heirs, and/or any other persons claiming through or under him, from selling, alienating, transferring or creating any third party interest in the Premises being 50% undivided share in Plot No.1, Road No.71, Punjabi Bagh Colony West, New Delhi, admeasuring 444.5 sq. yards

(marked in yellow colour in the site plan), which is the subject matter of Agreement to Sell dated 02.09.2022.

d) Award costs of the present proceedings in favour of the Plaintiffs.”

2. Mr. N.S. Dalal, learned counsel, who appears on advance notice has raised objection with respect to the maintainability of the plaint.

3. However, in the interest of justice, the Court deems it appropriate to register the plaint as a suit. Issue summons. Mr. Dalal, learned counsel on behalf of the defendant is present. He confirms the receipt of the suit paperbook and waives the right of formal service of summons.

4. Written statement(s) shall be filed within thirty days from today. The defendant shall also file affidavits of admission/denial of the documents filed by the plaintiffs, failing which the written statements shall not be taken on record.

5. The plaintiffs are at liberty to file replications thereto within thirty days after filing of the written statements. The replications shall be accompanied by affidavits of admission/denial in respect of the documents filed by the defendant, failing which the replications shall not be taken on



record.

6. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.

7. Any party seeking inspection of documents may do so in accordance with the Delhi High Court (Original Side) Rules, 2018.

8. List before the learned Joint Registrar for completion of service and pleadings, marking of exhibits and admission/denial of documents on 30.03.2026.

I.A. 31785/2025 (INJUNCTION)

1. Heard on the instant application. Issue notice to the respondent/defendant. Mr. Dalal, learned counsel accepts notice and seeks time to take instructions to file a reply. Let him do so before the next date of hearing.

2. Accordingly, list on 07.01.2026.

PURUSHAINDRA KUMAR KAURAV, J

DECEMBER 18, 2025

tr/mj