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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P.(I) (COMM.) 47/2025
M/S STANDARD BRANDS LIMITEDPetitioner
Through: Mr. Suryansh Vashisth, Advocate.
versus
SH DEVENDER SINGHRespondent
Through: Mr. Jaideep Malik, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

% **30.04.2025**

1. This petition is preferred on behalf of the Petitioner under Section 9 of Arbitration and Conciliation Act, 1996 ('1996 Act') *inter alia* seeking directions to the Respondent not to create any third party rights in the subject property admeasuring 2.368 acres as described in the petition and which is subject matter of Agreement to Sell dated 15.07.2021 and Supplementary Agreement dated 31.01.2023.
2. Case of the Petitioner is that Respondent approached the Petitioner with a proposal to purchase the subject property for a total consideration of Rs. 34,00,00,000/-, out of which Respondent paid Rs. 3,00,00,000/- as the booking amount before execution of the Agreement to Sell, which was executed between the parties on 15.07.2021. It is stated that under the Agreement, Respondent undertook to purchase the subject property and pay the entire amount within 19 months from the date of the Agreement i.e., by 31.01.2023.
3. It is further averred that Respondent approached the Petitioner indicating his inability to pay balance amount of Rs. 31,00,00,000/- and sought extension of time and therefore, after mutual discussions, a Supplementary Agreement was executed on 31.01.2023, whereby



Respondent was given timeline till 31.01.2024 to pay the balance amount, which the Respondent failed to pay and having no other option, Petitioner terminated the Agreement by a notice dated 17.05.2024 and forfeited Rs. 3 crores.

4. Learned counsel for the Petitioner submits that Petitioner is compelled to file the present petition as it is learned that Respondent is approaching third parties to sell the subject property claiming his ownership on the same and therefore, the Respondent must be restrained from creating any third party rights in the property.

5. Issue notice.

6. Learned counsel, as above, accepts notice on behalf of the Respondent and on instructions, submits that Respondent has no intent to create any encumbrance or third party rights and interests in the subject property, to which he has no rights once the Agreement to Sell stands terminated by the Petitioner.

7. In light of the above statement of the Respondent, no further order is required to be passed in the present petition. The statement is taken on record and accepted making it clear that the said statement shall bind the Respondent.

8. Petition is accordingly disposed of.

JYOTI SINGH, J

APRIL 30, 2025

S.Sharma