



2025:DHC:9417-DB



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Judgment reserved on: 17.10.2025

Judgment pronounced on: 29.10.2025

+ FAO (OS) 122/2025, CM APPL.66068/2025, CM APPL. 66069/2025

SUKHWINDER SINGH

.....Appellant

Through: Mr. Avinash Das, Adv.

versus

KUMAR MANAV SHARMA

.....Respondent

Through: Mr. Kavar Uday Bhan Singh
Sehrawat, Adv.

CORAM:

HON'BLE MR. JUSTICE ANIL KSHETARPAL

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

J U D G M E N T

ANIL KSHETARPAL, J.

1. The Appellant [Plaintiff before the learned Single Judge] assails the correctness of order dated 08.08.2025 [hereinafter referred to as 'Impugned order'], whereby the learned Single Judge declined to grant interim injunction in his favour in a pending suit for specific performance of an Agreement to Sell, or in the alternative, recovery of Rs.2,25,00,000/-.

FACTUAL MATRIX

2. In order to comprehend issues involved in the present case, the relevant facts are required to be noticed.

3. A perusal of the record reflects that the Respondent [Defendant



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before the learned Single Judge] is stated to be owner of House No. B-16, Ganesh Nagar, Pandav Nagar Complex, Village Shakarpur Khas in the area of Shahdara, Delhi [hereinafter referred to as 'suit property'].

4. There are two Agreements to Sell, one after the other, executed between the parties, which are not disputed. The first Agreement to Sell was entered into on 10.08.2024, wherein the Respondent agreed to sell the suit property in favour of the Appellant for a total consideration of Rs.2,60,00,000/-, against which Rs.30,00,000/- was paid in cash as earnest money on 10.08.2024. The sale transaction was to be completed by 10.10.2024, when the Respondent was to hand over vacant possession and execute the Sale Deed, Agreement to Sell, GPA, etc. It was further stipulated that if the Respondent fails to comply with the terms and conditions of the agreement, he would be liable to refund double the amount of earnest money, whereas if the Appellant defaulted then the amount of earnest money would stand forfeited.

5. Subsequently, on 06.11.2024 the parties executed another Agreement to Sell for the same suit property and consideration, whereby the completion date was extended from 10.10.2024 to 15.11.2024. Under this agreement, the Appellant paid additional sum of Rs. 5,00,000/- through Demand Draft dated 03.11.2024. The Respondent also admits that on 11.11.2024, additional sum of Rs. 7,50,000/- was also received through Bank Transfer.

6. The Appellant further claims to have paid an additional amount



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of Rs. 70,00,000/- (in cash) to the Respondent on 12.11.2024. The Respondent, however, disputes this payment.

7. The perusal of record reflects that the Respondent sent a Notice on 18.11.2024, which was delivered to the Appellant on 20.11.2024. The Appellant sent his response on 21.11.2024 offering to pay balance sale consideration of Rs. 1,47,50,000/- while reiterating that Rs. 70,00,000/- has been paid in cash on 12.11.2024. Thereafter, the Appellant also sent another Notice dated 30.11.2024, prior to instituting the suit, demanding specific performance and delivery of possession on 06.12.2024, to which Respondent replied on 03.12.2024 showing his readiness and willingness to perform his part on payment of balance consideration on 05.12.2024 as agreed between the parties.

8. In the written statement, the Respondent admitted execution of both the Agreements to Sell, while acknowledging receipt Rs. 42,50,000/- and not Rs.1,12,50,000/- as alleged by the Appellant.

9. The Learned Single Judge dismissed the application, while refusing to grant injunction restraining the Respondent from alienating the suit property during pendency of the suit.

CONTENTIONS OF THE PARTIES:

10. Learned counsel representing the Appellant contended that the execution of both the Agreements to Sell, is admitted. Moreover, receipt of Rs. 42,50,000/- is also admitted. It was urged that once the Appellant's contractual rights were crystallized through the agreements, alienation of the property by the Respondent during



pendency of the suit would cause irreparable injury and render the suit infructuous. It was thus submitted by the Appellant that the learned Single Judge erred in refusing the injunction.

11. *Per contra*, learned counsel representing the Respondent while drawing attention of the Court to the copy of the Agreement to Sell filed by the Appellant pointed out that there were apparent interpolations in figures such as Rs.70,00,000/-, Rs.3,00,000/- and Rs.10,00,000/- which appeared to have been inserted by hand after the Agreement to Sell was signed. It was contended by the Respondent's counsel that the alleged cash payment of Rs.70,00,000/- is unsupported by any contemporaneous document or receipt, and the learned Single Judge rightly declined the discretionary relief.

ANALYSIS & FINDINGS:

12. This Court has heard the learned counsel representing the parties at length and with their able assistance perused the paper book.

13. The Transfer of Property Act, 1882 envisages doctrine of *lis pendens* under Section 52, which provides that, any transfer of immovable property during pendency of a suit is subject to the decision in the ongoing litigation—meaning that the transferee's rights remain subordinate to the outcome of the litigation and the Plaintiff's right will remain unaffected. In simple words, the apprehension of alienation itself does not, in law, render the plaintiff remediless.

14. On examination of the second Agreement to Sell dated 06.11.2024 it is evident that certain figures namely Rs. 7,50,000/-,



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Rs.70,00,000/-, Rs. 30,00,000/- and Rs.1 Crore, appears to have been added with hand. There is no documentary proof of payment of Rs.70,00,000/-, and the Appellant's assertion that the broker holds the receipt is not substantiated since the same has not been produced.

15. The Appellant has also not pleaded or produced evidence of having appeared before the Sub-Registrar on 15.11.2024 with the balance sale consideration, as per the second Agreement to Sell dated 06.11.2024.

16. Additionally, when the Respondent sent Notice on 18.11.2024, which was received on 20.11.2024, and replied to on 21.11.2024 by the Appellant, offering to pay the remaining amount of Rs. 1,47,50,000/-, the said figure does not correspond to the remaining balance out of the total sale consideration amounting to Rs. 2,17,50,000/-. Although, the Appellant later states that he was in possession of two Demand Drafts totalling Rs. 1,45,90,000/- on 06.12.2024, these were subsequent to the stipulated date for performance and cannot, at this stage, demonstrate readiness and willingness. It is pertinent to note that the total balance payment according to the Appellant would be Rs. 1,47,50,000/- payable to the Respondent.

17. Additionally, the Appellant's claim that some part of the suit property was in the possession of the tenants and that the Respondent failed to deliver vacant possession, is also not supported by any material evidence. Both the Agreements to Sell executed between the parties are silent in this respect.



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18. At this stage, the Court is only required to ascertain whether the Appellant has established a *prima facie* case, whether the balance of convenience lies in his favour, and whether refusal of injunction would result in irreparable loss. Moreover, the scope of interference by an Appellant court in an order passed under Order XXXIX Rules 1 and 2 of the Code of Civil Procedure, 1908 exercising the discretion while granting or refusing injunction is extremely limited. Unless the Appellate court comes to conclusion that the order passed by the learned Single Judge is arbitrary, or in disregard of settled principles of law and is patently erroneously or is the result of manifest error, it is not appropriate to interfere with the impugned order.

19. The Supreme Court in *Wander Ltd. v. Antox India (P) Ltd.*¹, authoritatively held that appellate interference in discretionary orders concerning interim injunctions is permissible only when the order of the trial court is shown to be perverse or based on a misdirection in law. Therefore, guided by this principle, this Court finds that the learned Single Judge has exercised discretion judiciously upon a fair appraisal of the material available. Hence, finding no merit, the Appeal is dismissed.

20. In view of the above, all pending applications, if any, along with the Appeal stand disposed of.

ANIL KSHETARPAL, J.

HARISH VAIDYANATHAN SHANKAR, J.
OCTOBER 29, 2025/sp/dev

¹ 1990 Supp SCC 727