



2025:DHC:10248-DB



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

Date of Decision: 19.11.2025

+ **FAO(OS) 32/2025, CM APPL. 13808/2025, CM APPL. 13809/2025 and CM APPL. 45588/2025**

MANMOHAN SINGH AHUJAAppellant

Through: **Ms. Shashi Kiran, Sr. Adv.**
along with **Mr. Nikhil Kumar Sharma, Adv.**

versus

MAHINDER SINGH AHUJARespondent

Through: **Mr. Shashi Shanker, Adv.**

CORAM:

HON'BLE MR. JUSTICE ANIL KSHETARPAL

HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

J U D G M E N T (O R A L)

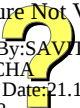
ANIL KSHETARPAL, J.

1. The present Appeal has been filed by the Plaintiff (Appellant before this Court) assailing the correctness of the Impugned Orders (IO) dated 26.04.2024 and 09.09.2024 passed by the learned Single Judge [hereinafter referred to as 'LSJ'].

2. The LSJ *vide* Order dated 26.04.2024 rejected the application filed by the Plaintiff seeking a decree of an ex-parte injunction against the Defendants (Respondents before this Court) in respect of the suit properties, thereby vacating the interim order which required the parties to maintain *status quo* with regard to the title and possession of the said properties. Aggrieved by the same, the Plaintiff subsequently filed a Review Petition assailing the order dated 26.04.2024, which was also dismissed by the LSJ *vide* Order dated 09.09.2024.

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3. The dispute before this Court arises out of the suit filed by the Plaintiff seeking partition, declaration and permanent injunction of the suit properties enlisted under Paragraph No.10 of the IO dated 26.04.2024, as enlisted in the plaint, while claiming that the said properties are joint properties. The relevant part of the IO, providing description of the properties are reproduced hereunder-

<i>Sl. No.</i>	<i>Property Description</i>	<i>Owner</i>
1.	<i>Property No.63, Old Anarkali, Delhi-51</i>	<i>Rani and Surinder Kaur</i>
2.	<i>A-7/22, Near Lal Quarters, Krishna Nagar, Delhi-51</i>	<i>Late Sardar Attar Singh Will in the name of 1. Mahinder Singh 2. Hoshiyar Singh 3. Surinder Singh 4. Jasbir Singh</i>
3.	<i>Shop No.28-29-30 with two godown Manohar Market Katra Neel, Delhi-110006</i>	<i>28 No. Mahinder Singh & Hoshiyar Singh 29 No. Mahinder Singh 30 No. Mahinder Singh and Surinder Singh</i>
4.	<i>Shop no. 824 Gate Krishna Markte, Katra Neel, Delhi-110006</i>	<i>Surinder Singh and Jasbir Singh</i>
5.	<i>M/s Gurmeet Textiles, Shop No.532 with one godwon, Katra Neel, Delhi-110006</i>	<i>Gurmneet Singh</i>
6.	<i>M/s Attar Singh Mahinder Singh, Shop No.4429, Vishnu Bazar, Near Fatehpuri Delhi-110006 (Cloth Market)</i>	<i>Mahinder Singh and Hoshiyar Singh</i>
7.	<i>M/s Attar Singh Mahinder Singh, Shop No.4627/2, 2nd and 3rd Floor, Mahavir Bazar, Cloths Markets, Chandni Chowk, Delhi-110006</i>	<i>Rent purpose</i>
8.	<i>M/s Gurmeet Textlies, Shop No.4679, 1st Floor to 3rd Floor, Mahavir Bazar, Cloth Market, Chandni Chowk, Delhi-110008</i>	<i>Rent purpose</i>

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9.	M/s Gurmeet Textlies, Shop No.4634/2, Ground Floor with Two Godown Mahavir Bazar, Cloth Market, Chandni Chowk, Delhi-110008	Hoshiyar Singh
10.	B-28-806, Punjab Mata Nagar, Pakhowal Road, Ludhiana, Punjab and one shop situated at Field Ganj, Ludhiana, Punjab.	Surinder Singh and Jasbir Singh

4. The Defendants, while contesting the suit claimed that by virtue of a Memorandum of Understanding dated 04.04.2019 [hereinafter referred to as 'MoU'], a family settlement was arrived at and all the disputes between the parties were settled thereof. The said MoU bears the signatures of the Plaintiff, his wife and son along with their photographs.

5. The LSJ, in Paragraph No.8 of the IO dated 26.04.2024, had recorded the statement of the Plaintiff and his son, which reads as under:

"Statement of Man Mohan Singh

"A copy of the Memorandum of Understanding . (hereinafter, 'MoU') dated 4th April 2019 has been shown to me and I confirm that the said MoU has my photograph, my wife's photograph, and my son's photograph.

I also confirm that I have signed each and every page of the MoU. I also confirm that my wife and my son have also signed each page of the MoU.

This MoU was entered into amongst us (aapas mein) i.e., with my brothers. I had not read the document before signing it. I was made to sign it without reading.

I have studied and passed 10th Standard."

Statement of Joginder Singh

I confirm that I have signed the Memorandum of Understanding dated 4th April, 2019. My photograph is also affixed on the said MoU.

I had signed the documents on the representation made by

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my cousin-Mr. Gurmeet Singh, to the effect that these papers are required to be signed by me for some legal cases. I have studied till 6th Standard.”

6. In view of the above, and while recording the fact that there exist allegations of coercion, the LSJ proceeded to vacate the earlier interim stay order subject to deposition of a sum of Rs.50,00,000/- by the Defendants.

7. In substance, the Plaintiff claims that the afore-mentioned MoU is a result of coercion and misrepresentation, whereas it is also his claim that in non-compliance of Clause 2 of the MoU, he has only been paid a sum of Rs.2,00,000/-, out of the agreed sum of Rs.20,00,000/-.

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

9. Learned senior counsel representing the Plaintiff submits that the MoU is a result of fraud and misrepresentation, since the signatures of the Plaintiff were obtained and appended by him without understanding its contents, thereby rendering the MoU void and unenforceable.

10. Further, it is also the case of the Plaintiff that the present market value of property is more than Rs.30,00,00,000/- and as such Defendants should be restrained from alienating the property in any manner.

11. *Per contra*, learned counsel representing the Defendants relied upon the statement rendered by the Plaintiff and his son before the LSJ on 26.04.2024, to submit that the Plaintiff had categorically admitted signing each and every page of the MoU. Against this backdrop, it has been contended by the Defendants that in view of the

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aforesaid settlement, the Defendants are the owners of the property, and the Plaintiff no longer possesses any right, title or interest in the same.

12. In addition to the aforestated, it is submitted that continuation of injunction order will unnecessarily put an embargo on the enjoyment of the property by the Defendants.

13. This Court has considered the rival submissions made by the learned counsel representing the parties and has perused the material placed on record.

14. It is trite law that before granting an injunction, the Court is required to apply 03 tests to the factual matrix of the case, namely, (i) *prima facie* case in favour of the Plaintiff; (ii) balance of convenience, and; (iii) irreparable loss and injury which the Plaintiff is likely to suffer if, injunction is not granted.

15. Applying the aforesaid three tests to the present case, this Court finds that the Plaintiff has failed to establish a *prima facie* case in his favour. Further, the balance of convenience does not lean towards restraining the Defendants, and no irreparable loss is found to be caused to the Plaintiff.

16. It is also pertinent to note that the execution of the MoU between the parties is undisputed. Moreover, the Plaintiff, his wife and his son have appended their signatures on each and every page of the said MoU, duly executed during the pendency of the previously instituted suit. Additionally, the settlement also contains the photographs of all signatories.

17. On perusal of the IO dated 26.04.2024, it becomes evident that the Plaintiff has admitted the correctness of the signatures, therefore,

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in such circumstances, the burden shifts onto the Plaintiff to establish that the aforesaid MoU was a result of misrepresentation. However, at this stage, no material has been placed on record to refute the presumption of irregularity in the MoU. On the contrary, as the matter stands now, the MoU remains a formally signed document between the parties, evidencing division of the property.

18. Hence, there is no ground to interfere with the Impugned Orders passed by the learned Single Judge.

19. Accordingly, the present Appeal, along with pending applications, stands dismissed.

ANIL KSHETARPAL, J.

HARISH VAIDYANATHAN SHANKAR, J.

NOVEMBER 19, 2025

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