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

+ **FAO 31/2025 and CM APPL. 8051/2025**

SHAILENDER KUMAR SINGH ALIAS S.K. SINGHAppellant

Through: Mr. Devanand Rai and Mr. Sarvendra
Kumar Tiwary, Advocates with
appellant in person

versus

BHARAT BHUSHAN PURI

.....Respondent

Through: Ms. Nimisha Sharma, Advocate

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

09.01.2026

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1. The present appeal has been filed under Order 43 Rule 1(r) of the Code of Civil Procedure, 1908 (CPC) with a prayer to set aside the impugned order dated 22.11.2024 passed by the District Judge-02, *West District, Tis Hazari Courts, Delhi* in suit No.Civ.DJ/120/2024, whereby the appellant's application moved under Oder 39 Rule 1 & 2 read with section 151 of the CPC came to be dismissed.

2. The appellant, who is the plaintiff before the trial court, preferred a suit for specific performance claiming that the defendant had agreed to sell his third floor, along with the rights to the roof of *House No.34/496, New Moti Nagar, New Delhi-110015* [hereafter referred to as the "suit property"]. The understanding between the parties was oral. Pursuant thereto, the defendant advanced a total sale consideration of Rs.4,00,000/- in two installments. Out of the said amount, Rs.3,00,000/- was paid in cash. The first installment of Rs.2,50,000/- was paid on 29.01.2005, against which a written note was handed over to the plaintiff and Rs.50,000/- was paid in cash on 31.01.2005/01.02.2005. Additional amount of Rs.50,0000/- was



paid by way of a cheque, which was cleared on 25.01.2005. The appellant claimed that he had purchased stamp paper in 2005, however, the defendant did not exhibit any transfer documents.

3. Ultimately, a legal notice was served on 22.01.2024, pursuant to which, the suit came to be filed.

4. Upon being served, the respondent contested the suit by contending that although the sale consideration was paid in the year 2005, the suit has been instituted after an inordinate delay of 19 years, i.e., in the year 2025.

5. It is stated that the appellant's occupation of the suit property is illegal. The respondent denied that any understanding was ever entered into between the parties. It was submitted that neither does any agreement to sell exist, nor has there been any transfer of documents. The appellant's reliance on a handwritten note is also specifically contested on the ground that the same is forged.

6. Having heard learned counsel for both the parties and having gone through the record, it is noted that the only document relied upon by the appellant/plaintiff is a hand written note. On a *prima facie* perusal thereof, the said note, does not record that the amounts mentioned therein were paid towards the sale of the suit property. The respondent has set up a defence that the appellant/plaintiff was permitted to reside in the suit property upon payment of compensation, and that he has since been asked to vacate the premises, as the suit property was required for the respondent's own family needs.

7. The principle governing the grant of temporary injunction stand well-settled by the Supreme Court in Dalpat Kumar and Anr. vs Prahlad Singh



*and Ors.*¹.

8. The cause of action, according to the appellant/plaintiff, arose in the year 2005. Although he has claimed that he had paid the entire sale consideration, however, the suit has been preferred after a delay of 19 years. The trial court has noted in the impugned order that the hand written note relied upon by the appellant cannot be considered as an agreement to sell, as it does not record any terms regarding execution of a sale deed, nor does it state that the defendant agreed to transfer ownership of the suit property in favour of the plaintiff. No date for execution of the sale deed is mentioned in the said hand-written note. Further, it is noted that the document is unstamped and unregistered. In the light of what has been observed hereinabove, this Court finds no ground to interfere with the impugned order, which is accordingly, upheld.

9. The appeal is accordingly dismissed.

10. The appeal along with the pending applications are disposed of.

MANOJ KUMAR OHRI, J

JANUARY 09, 2026

pmc

¹ AIR 1993 SC 276