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

\+ CS(OS) 492/2025, I.A. 7179/2026, I.A. 7180/2026 & I.A. 7208/2026

MOHAMMED IRFAN & ORS. .....Plaintiffs

Through: Mr. Chetan Joshi, Adv.
M: 9757050552

versus

MOHAMMED ZIAUDDIN MANIYAR & ANR. .....Defendants

Through: Mr. Mrinal Bharat and Mr. Prateek, Advs. for D-1
M: 9899039889
Mr. Tanmay Mehta and Mr. Karan Grover, Advs. for applicant in I.A. 7179/2026 and I.A. 7180/2026

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

O R D E R

% **19.03.2026**

I.A. 7179/2026 & I.A. 7208/2026

1. The present applications have been filed on behalf of the applicant, i.e., Mr. Shakeel Qureshi, for recall of the order dated 23rd February, 2026, passed by this Court in the present suit, with further prayer for stay of the operation of the said order dated 23rd February, 2026.

2. Learned counsel appearing for the applicant submits that the case pertains to M/s. Rehbar Food Industries Pvt. Ltd. ("Company"), wherein, the Rehbar Group had 50% shareholding and Non-Rehbar Group had the remaining 50% of the shareholding.

3. He submits that in terms of the Memorandum of Understanding ("MoU") dated 12th December, 2022 within the members of the Rehbar Group, in case, any person seeks to sell their share, the same has to be first

offered to the other members of the Rehbar Group. It is only when the sale of shares to members of the Rehbar Group fails, that the shares can be sold to a third party outside the Rehbar Group, with the written consent of the members of the Rehbar Group. He submits that the applicant as well as defendant no. 1 are parties to the said MoU, relevant portions of which, are reproduced as under:

> *"xxx xxx xxx*
>
> ***(A)SHAREHOLDING***
>
> *The parties to this MOU agree that no change in the shareholding pattern of the group shall take place by way of transfer (except in case of transmission) without prior written unanimous consent of all the members of the Rehbar group/ Marya Group as defined hereinabove.*
>
> ***(B)TRANSFER OF SHARES***
>
> *a. The Parties to this MOU unequivocally and unanimously agree that in case of transfer of share by any member(s) of Rehbar Group/ Marya Group, the following provisions/ procedure shall be followed by parties:*
>
> *i. If any member(s) of the Rehbar Group is desirous of transferring his/her shares, then those shares shall be first offered to the members of Rehbar group/ Marya Group;*
>
> *ii. If any member(s) of the Rehbar Group/ Marya Group accorded his/her consent to purchase the offered shares, then the offered shares shall be transferred to that member(s) only, and the member who has made the offer shall be bound to transfer the shares to that/ those member(s) only;*
>
> *iii. If none of the members of the group is willing to purchase/ acquire the offered shares, then only the shares can be transferred to any other person with the unanimous written consent of the other group members of Rehbar Group/ Marya Group;*
>
> *xxx xxx xxx"*

4. Learned counsel appearing for the applicant, thus, submits that the MoU between the parties, recognizes in unequivocal terms that any share holding transfer outside the Rehbar Group, of which applicant and defendant no. 1 are parties, shall be legally permissible only when the said shares are first offered and refused to be accepted by members of Rehbar Group. Even thereafter, any such transfer shall be transferred only with the written consent of other members of the Rehbar Group.

5. Thus, learned counsel appearing for the applicant submits that in the present case, not only were the shares accepted to be purchased by the applicant by way of transfer of part consideration, but no intimation, let alone consent was obtained by defendant no. 1 in favour of transfer to plaintiffs herein. It is submitted that plaintiffs are not members of Rehbar Group and therefore, the said shares could not have been sold to them without prior written consent of Rehbar Group share holders in terms of MoU dated 12th December, 2022.

6. It is further submitted that the terms of the said MoU were duly admitted by the defendant no. 1. The defendant no. 1 acknowledged to be bound by the terms of the said MoU, on affidavit filed before this Court. The said MoU formed a part of record before this Court, in the present proceedings. Therefore, the terms of the MoU were within the knowledge of the plaintiffs. It is, thus, submitted that the plaintiffs and defendant no. 1 herein have played a fraud upon this Court, wherein, a consent decree has been obtained in clear contravention to the terms of the MoU, and without bringing the aforesaid fact before this Court at the time of consideration of the settlement between the plaintiffs and defendant no. 1.

7. He further submits that the plaintiffs were aware of this fact, as the

defendant no. 1, who was initially contesting the case, had clearly brought forth this fact in their written statement. Attention of this Court has been drawn to paragraphs 7 and 8 of the written statement filed on behalf of defendant no. 1, which are reproduced as under:

"xxx xxx xxx

7. Moreover, the Defendant No. 1 is bound by the ROFR clause mentioned in the MoU dated 12.12.2022, and the Defendant No. 1 is placing reliance on the judgment of a Coordinate Bench, wherein a clause for a right to first refusal existed between the parties therein and the Coordinate Bench of this Court vacated the *ad interim* injunction order. The defendant no. 1 will rely upon the relevant Judgements at the time of the hearing.

8. It is submitted that Plaintiff did not transfer the amount by 18.07.2025 and requested for extension. However, before any communication for payment came from the Plaintiff side, one of the member of the MoU i.e. Rehber Group/Marya Group exercised its right under the MoU and accepted to purchase my offer. Thereby, the Defendant No. 1 was not in a position to take the offer of Plaintiff, disregarding the MoU dated 12.12.2022.

xxx xxx xxx"

8. Learned counsel for the applicant submits that despite the aforesaid stand being taken by the defendant no. 1 initially before this Court, the plaintiffs and defendant no. 1, in collusion with each other entered into a Settlement, on the basis of which the Consent Decree dated 23rd February, 2026, has been obtained from this Court.

9. He further submits that on account of the said Settlement, the Non-Rehbar Group has 60% of shareholding, while the Rehbar Group has only

40% shareholding in the company in question, thereby upsetting the Constitution of the company and the voting rights.

10. Learned counsel appearing for the applicant submits that a fraud has been played upon this Court, as the applicant had already paid a sum of Rs. 1.39 Crores to the defendant no. 1, for purchase of the shares from him, and draws the attention of this Court to the bank statements, which have been filed along with the present application.

11. Thus, he submits that in view of the MoU, rights had been created with respect to the shares in question, in favour of the applicant and other members of the Rehbar Group. Accordingly, the Agreement/Settlement between the plaintiffs and defendant no. 1, is in the nature of fraud and collusion.

12. He further submits that all these facts ought to have been brought to the notice of this Court, however, the same were suppressed at the time of obtaining orders from this Court. These facts were first suppressed when the matter was taken up for hearing on 19th February, 2026, and an order vacating the stay with regard to transfer of shares was obtained. After obtaining vacation of stay, *vide* order dated 19th February, 2026, the defendant no. 1 transferred the shares to the plaintiffs. Thereafter, these facts were suppressed for the second time when the matter was listed before this Court on 23rd February, 2026, and a consent decree was obtained, without bringing to the notice of this Court the fact of the MoU between defendant no. 1 and other members of the Rehbar Group.

13. *Per contra*, learned counsel appearing for the plaintiffs submits that one of the members of the Rehbar Group, namely, Mr. Firoz Ahmad Zahir Ahmad Shaikh, has also sold his share to a third party, i.e., Mr. Rashid

Qureshi.

14. He further submits that the applicant was aware of the pendency of the present suit, and the applicant ought to have approached this Court earlier.

15. He further submits that the offer of the applicant to purchase the shares in question had been duly rejected by the defendant no. 1 and the plaintiffs have paid a sum of Rs. 6.21 Crores for the purpose of purchase of the shares from defendant no. 1.

16. In response, learned counsel appearing for the applicant submits that the transfer of shares of Mr. Firoz Ahmad Zahir Ahmad Shaikh to Mr. Rashid Qureshi is with the consent of all the members of the Rehbar Group. He submits that the MoU envisages such consent. Further, the transfer of the shares to Mr. Rashid Qureshi has been done, as the said transferee is in control of the Rehbar Group, and the voting rights of the Rehbar Group are retained, in consonance with the decisions taken by the Rehbar Group.

17. At this stage, learned counsel appearing for defendant no. 1 submits that defendant no. 1 had received only Rs. 10 Lacs towards the transfer of the shares and that the rest of the amount, which has been transferred to defendant no. 1, is with respect to some other transactions.

18. However, the said facts are disputed by learned counsel appearing for the applicant.

19. Learned counsel appearing for defendant no.1 further submits that defendant no. 1 had also rejected the offer of the applicant with regard to purchase of shares.

20. The matter requires consideration.

21. Accordingly, issue notice. Notice is accepted by learned counsels

appearing for the plaintiffs as well as defendant no. 1.

22. Let reply be filed within a period of four weeks, from today.

23. Rejoinder thereto, if any, be filed within two weeks, thereafter.

24. Considering the submissions made before this Court, it is directed that the parties shall maintain *status quo* with respect to the 2,91,667 equity shares of M/s. Rehbar Food Industries Pvt. Ltd., including, with regard to their further alienation encumbrance or exercise of voting rights in the company, till the next date of hearing.

25. Re-notify on 07^{th} July, 2026.

I.A. 7180/2026

26. The present application has been filed on behalf of the applicant under Order I Rule 10, read with Section 151 of the CPC, seeking impleadment of the applicant, i.e., Mr. Shakeel Qureshi as a necessary and property party in the present suit, for the effective and complete adjudication of the issues involved in the present proceedings.

27. Issue notice. Notice is accepted by learned counsels appearing for plaintiffs and defendant no.1.

28. Let reply be filed within a period of four weeks, from today.

29. Rejoinder thereto, if any, be filed within two weeks, thereafter.

30. Re-notify on 07^{th} July, 2026.

MINI PUSHKARNA, J

MARCH 19, 2026/KR