



2026:DHC:5371



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

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*Judgment Reserved on: 28<sup>th</sup> April, 2026*  
*Judgment pronounced on: 6<sup>th</sup> July, 2026*

**I.A. 14861/2025, I.A. 23924/2025**

**IN**

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**CS(OS) 394/2025 with I.A. 32920/2025, I.A. 1027/2026 & I.A. 6983/2026**

**WHITE PAPER DESIGN PRIVATE LIMITED**

**THROUGH MR ABHISHEK BANSAL DIRECTOR.....Plaintiff**

Through: Mr. Amit Sibal, Sr. Advocate with Mr. Shaurya Shya, Ms. Suditi Batra, Mr. Ankit Handa and Mr. Darpan Sachdeva, Advocates

versus

**MR ROMI GARG & ORS.**

**.....Defendants**

Through: Mr. Jai Sahai Endlaw and Ms. Shambhavi Kala, Advocates for D-1 with D-1 in person.  
Dr. L.S. Chaudhary, Dr. Ajay Chaudhary, Mr. Bharat Chaudhary, Ms. Vinita and Ms. Monika, Advocates for D-2 & D-3.  
Mr. Sandeep Sethi, Sr. Advocate with Mr. Sanjay Abbot, Mr. Dhananjay Grover, Mr. Vasundhara Bakru, Mr. Harsh Vardhan and Ms. Vidushi, Advocates for D-4 & D-5.

**I.A. 22275/2025, I.A. 23024/2025 and I.A. 433/2026**

**IN**

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**CS(OS) 626/2025 with I.A. 25819/2025, I.A. 32911/2025, I.A. 2674/2026, I.A. 3091/2026 & I.A. 4515/2026**

**MR ROMI GARG**

**.....Plaintiff**



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Through: Mr. Jai Sahai Endlaw and Ms. Shambhavi Kala, Advocates with plaintiff in-person

versus

MRS. SHEELA DEVI & ORS.

.....Defendants

Through: Dr. L.S. Chaudhary, Dr. Ajay Chaudhary, Mr. Bharat Chaudhary, Ms. Vinita and Ms. Monika, Advocates for D-1 & D-3.

Mr. Amit Sibal, Sr. Advocate with Mr. Shaurya Shya, Ms. Suditi Batra, Mr. Ankit Handa and Mr. Darpan Sachdeva, Advocates for D-2.

Mr. Sandeep Sethi, Sr. Advocate with Mr. Sanjay Abbot, Mr. Dhananjay Grover, Mr. Vasundhara Bakru, Mr. Harsh Vardhan and Ms. Vidushi, Advocates for D-4 & D-5.

**CORAM:**

**HON'BLE MR. JUSTICE AMIT BANSAL**

**JUDGMENT**

**AMIT BANSAL, J.**

**I.A. 22275/2025 & I.A. 23024/2025 (Order XXXIX Rule 1 and 2 of CPC) and I.A. 433/2026 (Order XXXIX Rule 4 of CPC) in CS(OS) 626/2025**

**I.A. 14861/2025 & I.A. 23924/2025 (Order XXXIX Rule 1 and 2 of CPC) in CS(OS) 394/2025**

1. Since all the aforesaid applications are based on similar facts arising between the same parties and seeking similar reliefs, all the aforesaid applications are being decided by way of this common judgment.



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2. For ease of reference, Sh. Romi Garg, the plaintiff in CS(OS) 626/2025 and defendant no.1 in CS(OS) 394/2025 shall hereinafter be referred to as 'Romi Garg'. White Paper Designs Private Limited, the plaintiff in CS(OS) 394/2025 and defendant no.2 in CS(OS) 626/2025 shall hereinafter be referred to as 'White Paper Designs'. Romi Garg and White Paper Designs shall collectively be referred to as 'plaintiffs'. Smt. Sheela Devi, defendant no.1 in CS(OS) 626/2025 and defendant no.2 in CS(OS) 394/2025 shall hereinafter be referred to as 'Sheela Devi'. Sh. Anup Garg, defendant no.3 in CS(OS) 626/2025 and CS(OS) 394/2025 shall hereinafter be referred to as 'Anup Garg'. Sheela Devi and Anup Garg shall collectively be referred to as 'defendants'. KIOSK Properties Private Limited, defendant no.4 in CS(OS) 626/2025 shall hereinafter be referred to as 'KIOSK Properties'. Bhilai Engineering Industries Limited, defendant no.4 in CS(OS) 394/2025 and defendant no.5 in CS(OS) 626/2025 shall hereinafter be referred to as 'Bhilai Engineering'. KIOSK Properties and Bhilai Engineering shall collectively be referred to as 'subsequent purchasers' or 'defendants no.4 and 5'.

3. CS(OS) 626/2025 has been filed seeking specific performance of the Agreement to Sell ('ATS') dated 15<sup>th</sup> May, 2023 executed by Sheela Devi in favour of Romi Garg. In terms of the Agreement to Sell, Sheela Devi has agreed to sell the properties being (i) basement, ground floor and first floor of A-1, Greater Kailash Enclave-II, New Delhi ('GK-II property') and (ii) N-118, Greater Kailash-I, New Delhi ('GK-I property') to Romi Garg for a consideration of Rs.24,50,00,000/-. The two properties shall collectively be referred to as the 'suit properties'. Along with the suit, Romi Garg has filed I.A. 2275/2025, under Order XXXIX Rule 1 and 2 of the Code of Civil Procedure, 1908 ('CPC'), seeking interim injunction against Sheela Devi or



any other person from creating third party rights or parting with possession of the suit properties.

4. CS(OS) 394/2025 has been filed by White Paper Designs seeking specific performance of the ATS dated 22<sup>nd</sup> July, 2024 executed by Romi Garg in favour of White Paper Designs. In terms of the said ATS, Romi Garg has agreed to sell the first floor of the GK-II property to White Paper Designs for a consideration of Rs. 6,25,00,000/-.

5. Briefly stated, the case set up by the plaintiffs in the two suits is as follows:-

5.1 Sheela Devi is the mother of Romi Garg and Anup Garg. Anup Garg is the younger brother of Romi Garg.

5.2 Sheela Devi purchased the GK-II property *vide* registered sale deed dated 4<sup>th</sup> May, 2023 for a consideration of Rs.20,25,00,000/-. The aforesaid sum was paid by Sheela Devi after receiving a sum of Rs.7,50,00,000/- from Romi Garg, Rs.10,47,00,000/- from her youngest son, namely, Kapil Garg (out of which Rs.5,06,00,000/- was paid by Kapil Garg on behalf of Romi Garg) and other persons.

5.3 Sheela Devi purchased the GK-I property *vide* Sale deed dated 8<sup>th</sup> May, 2023, for a sale consideration of Rs.11,40,00,000/-. The aforesaid sums were paid by Sheela Devi after receiving a sum of Rs.82,00,000/- from Anup Garg, Rs.85,00,000/- from Kapil Garg (on behalf of Romi Garg), Rs.3,30,00,000 from Manisha Garg (wife of Kapil Garg) and a loan of Rs.7,00,00,000/- was taken by Sheela Devi with Kapil Garg as a co-borrower.

5.4 On 15<sup>th</sup> May, 2023, Sheela Devi entered into an Agreement to Sell by which, Sheela Devi agreed to sell the both the suit properties to Romi Garg for a total consideration of Rs.24,50,00,000/-, out of which Rs.12,30,00,000/-



was for GK-I property and Rs.12,20,00,000/- was for the basement, ground floor and first floor of the GK-II property.

5.5 Out of the aforesaid total consideration of Rs.24,50,00,000/-, a sum of Rs.13,41,00,000/- already stood paid by Romi Garg to Sheela Devi as detailed in paragraph 14 of the plaint, and this has also been recorded in the ATS dated 15<sup>th</sup> May, 2023. The balance consideration of Rs.11,09,00,000/- was to be paid in two tranches - Rs.9,50,00,000/- to be paid on or before 15<sup>th</sup> December, 2023 and Rs.1,59,00,000/- to be paid on or before 31<sup>st</sup> July, 2025. Out of the aforesaid amount due, Romi Garg has already paid a sum of Rs.9,75,00,000/- by cheques dated 6<sup>th</sup> June 2023 and 11<sup>th</sup> December, 2023 in favour of Sheela Devi. Accordingly, Romi Garg has paid a total sum of Rs.23,16,00,000/- out of a total consideration of Rs.24,50,00,000/-, leaving a remaining balance amount of Rs.1,34,00,000/-.

5.6 It is stated that Romi Garg has been ready and willing to perform its obligation under the ATS dated 15<sup>th</sup> May, 2023 and has had the necessary assets/holdings for the said purpose.

5.7 Sheela Devi has handed over original title deeds of GK-II property to Romi Garg and the same are in his possession. The title deeds of GK-I property are deposited with ICICI Bank as a mortgage for loan provided by the bank to Sheela Devi and Kapil Garg.

5.8 As per Clause 5 of the ATS dated 15<sup>th</sup> May, 2023 Romi Garg had the right to demolish the existing structure in the GK-II property as well as the GK-I property and get the said properties constructed at his own cost through a builder of his own choice. Romi Garg assigned the work of construction to one 'Ecogreen Ultrahomes LLP' ('Ecogreen') for both the suit properties.



Accordingly, from July, 2023, Ecogreen undertook construction at the suit properties.

5.9 In terms of Clause 18 of the ATS dated 15<sup>th</sup> May, 2023, Romi Garg had a right to nominate any person in his place for execution of the sale deed *qua* the suit properties. In terms of the said clause, Romi Garg executed an ATS dated 22<sup>nd</sup> July, 2024 in favour of White Paper Designs in respect of 22.5% undivided ownership rights in the GK-II property together with rights of construction of the entire first floor along with a proportionate right in the common areas for a total consideration of Rs.6,25,00,000/-, out of which Romi Garg has received a sum of Rs.3,37,00,000/-. It is submitted on behalf of White Paper Designs that it has been ready and willing to deposit the balance consideration of Rs.2.82 crores and a Demand Draft for the said amount has already been prepared.

5.10 In terms of the ATS dated 22<sup>nd</sup> July, 2024, Romi Garg was to complete the construction of the first floor of the GK-II property on or before 31<sup>st</sup> May, 2025 and hand over possession to White Paper Designs on or before 30<sup>th</sup> June, 2025.

5.11 Sheela Devi had executed a Power of Attorney in favour of Anup Garg for managing family businesses/properties in the name of Sheela Devi. It is stated that sometime in January/February, 2024, Anup Garg started asserting rights over the properties owned by Romi Garg. Anup Garg exercised undue influence over his mother Sheela Devi, so as to create prejudice against Romi Garg. Since September, 2024, Anup Garg stopped the contractors and labourers engaged by Ecogreen from undertaking construction activities at the suit properties.



5.12 On 17<sup>th</sup> February, 2025, Anup Garg along with his accomplices entered the office of Romi Garg at Nehru Place, New Delhi, broke open the locks and took away various documents and computers belonging to Romi Garg. One of the documents which Anup Garg took away was the ATS dated 15<sup>th</sup> May, 2023. In this regard, FIR No.150/2025 has been registered on 17<sup>th</sup> February, 2025 with Police Station, Kalkaji against Anup Garg and other persons.

5.13 Since Romi Garg failed to perform his obligation under the ATS dated 22<sup>nd</sup> July, 2024, White Paper Designs was constrained to file CS(OS) 394/2025.

5.14 Since Sheela Devi failed to perform her obligations under the ATS dated 15<sup>th</sup> May, 2023, Romi Garg was constrained to file CS(OS) 626/2025.

#### **PROCEEDINGS BEFORE THIS COURT IN BOTH THE SUITS**

6. In CS(OS) 394/2025, on 23<sup>rd</sup> June, 2025, counsel for Romi Garg appeared and accepted summons in the suit and notice in I.A.14861/2025 (Order XXXIX Rule 1 and 2 of CPC) and stated that Romi Garg is willing to perform the ATS dated 22<sup>nd</sup> July, 2024. Hence, notice was issued to Sheela Devi and Anup Garg. The Court also noted the statement made by the counsel for Romi Garg that no third-party interest shall be created in the suit properties contrary to the ATS dated 22<sup>nd</sup> July, 2024.

7. On 4<sup>th</sup> July, 2025, the Court referred the parties for mediation to Delhi High Court Mediation and Conciliation Centre. The Court also took note of the submission of White Paper Designs that it is ready and willing to deposit the balance consideration of Rs.2.82 crores and a Demand Draft for the said amount has already been prepared. The mediation proceedings between the parties were not successful and settlement could not be arrived at.



8. I.A. 23924/2025 (Order XXXIX Rule 1 and 2 of the CPC) has been filed on behalf of White Paper Design seeking a direction that *status quo* be maintained with respect to first floor of the GK-II property.

9. CS(OS) 626/2025 came up before this Court for the first time on 10<sup>th</sup> September, 2025, when the Court was pleased to issue summons which were accepted in Court by counsel appearing on behalf of the defendants, *i.e.* Sheela Devi and Anup Garg. Notice was also issued in I.A. 22275/2025 filed by Romi Garg seeking interim injunction.

10. Another application for interim injunction, I.A. 23024/2025 was filed on behalf of Romi Garg, which came up for hearing before this Court on 16<sup>th</sup> September, 2025 when it came to the notice of the Court that the basement, ground floor and first floor of the GK-II property had been sold by Sheela Devi on 1<sup>st</sup> September, 2025. The Court noted that this fact was not disclosed to the Court by the counsel appearing on behalf of Sheela Devi when the suit was listed before the Court on 10<sup>th</sup> September, 2025. Counsel for the defendants stated that their clients had not informed him about the same.

11. Counsel also appeared on behalf of the subsequent purchasers, namely KIOSK Properties and Bhilai Engineering. Counsel for KIOSK properties submitted that they had purchased the basement and ground floor of the GK-II property for a consideration of Rs.12,00,00,000/-. Counsel for Bhilai Engineering submitted that they had purchased the first floor of the GK-II property for a total consideration of Rs.8,50,00,000/-. In light of the aforesaid, KIOSK Properties was impleaded as defendant no.4 and Bhilai Engineering was impleaded as defendant no.5 in CS(OS) 626/2025. Following *ad interim* directions were passed by the Court on 16<sup>th</sup> September, 2025:



“19. In the meanwhile, following ad interim directions are passed:-

- i. *Status quo with regard to title and possession of the basement, ground floor and first floor of the GK-II property shall be maintained till the next date of hearing.*
- ii. *Defendant No.1 is directed to deposit the sale consideration received by defendant No.1 in respect of the sale of the basement, ground floor and first floor of the GK-II property, amounting to Rs. 12 crores and Rs.8.5 crores as disclosed by the counsel for the Buyers within two (2) weeks from today.*
- iii. *the defendants are also restrained from creating any third-party rights, in respect of the GK-I property till the next date of hearing.”*

12. The defendants filed FAO(OS) 114/2025 against the interim order passed by this Court on 16<sup>th</sup> September, 2025 in CS(OS) 626/2025. The Division Bench, *vide* order dated 6<sup>th</sup> October, 2025, directed that the directions contained in paragraph 19(ii) in the order dated 16<sup>th</sup> September, 2025, requiring Sheela Devi to deposit the sale consideration in Court shall remain deleted/inoperative till the application under Order XXXIX Rules 1 and 2 of the CPC for interim injunction is decided by the Court.

13. On 16<sup>th</sup> October, 2025, this Court clarified that the *status quo* order dated 16<sup>th</sup> September, 2026 did not restrain the Sub Registrar from releasing the registered sale deeds in favour of the subsequent purchasers.

14. I.A. 433/2026 (under Order XXXIX Rule 1 and 4 of the CPC) has been filed by Sheela Devi seeking vacation of the *status quo* order passed by this Court on 16<sup>th</sup> September, 2025.

15. Written statement has been filed on behalf of the subsequent purchasers along with an application for condonation of delay being I.A. 4515/2026. Since the aforesaid application is yet to be allowed, the written statement is yet to be formally taken on record.



16. I.A. 23923/2025 was filed by White Paper Designs in CS(OS) 394/2025 seeking appointment of a Local Commissioner for inspection regarding the possession of the first floor of the GK-II property. At the hearing on 23<sup>rd</sup> September, 2025, this Court appointed a Local Commissioner to inspect the first floor of the GK-II property to determine the current status of the said property, including the possession.

17. Counsel entered appearance on behalf of Bhilai Engineering and made an oral request for impleadment in CS(OS) 394/2025. Accordingly, this Court in the order passed on 23<sup>rd</sup> September, 2025 impleaded Bhilai Engineering as defendant no.4.

18. Thereafter, submission on behalf of counsel on the interim applications were heard on 10<sup>th</sup> November, 2025, 28<sup>th</sup> November, 2025, 17<sup>th</sup> December, 2025, 9<sup>th</sup> January, 2026, 13<sup>th</sup> February, 2026, 25<sup>th</sup> March, 2026 and 28<sup>th</sup> April, 2026. On 28<sup>th</sup> April, 2026 judgment was reserved in all the captioned applications.

**CASE SET UP BY THE DEFENDANTS IN THE WRITTEN STATEMENT**

19. In the joint written statement filed on behalf of the defendants, *i.e.* Sheela Devi and Anup Garg, it has been averred as under:

19.1 The ATS dated 15<sup>th</sup> May, 2023 is a forged and fabricated document. The signatures of Sheela Devi on the said documents are forged. Sheela Devi has filed a complaint on 21<sup>st</sup> July, 2025 to the DCP (Economic Offences Wing) alleging forgery.

19.2 CS(OS) 394/2025 was a collusive suit filed by White Paper Designs, which is controlled by Romi Garg. Since no interim injunction order was passed in the said suit, Romi Garg filed CS(OS) 626/2025. White Paper



Designs is an entity controlled by Romi Garg and his brother Kapil Garg. It is a front used to create false third-party interest and execute sham transactions.

19.3 No payment has been made by Romi Garg to Sheela Devi for the ATS dated 15<sup>th</sup> May, 2023. The credit entries made from the accounts of Romi Garg and his brother Kapil Garg were in respect of amounts that were siphoned off from the bank account of Sheela Devi to their accounts.

19.4 Out of the alleged payment of Rs.23,16,00,000/- made by Romi Garg under the ATS dated 15<sup>th</sup> May, 2023, five payments were made prior to execution of ATS on 15<sup>th</sup> May, 2023 and only two payments of Rs.1,75,00,000/- and Rs.8,00,00,000/- were made after the signing of the ATS.

19.5 The alleged ATS dated 15<sup>th</sup> May, 2023 is in respect of two distinct properties situated in different localities and therefore, creates a doubt over the same.

19.6 CS(OS) 626/2025 for specific performance is not maintainable as Romi Garg has never tendered the remaining balance amount of Rs.1,34,00,000/- to Sheela Devi as per the due date, *i.e.* 31<sup>st</sup> July, 2025.

19.7 Romi Garg has failed to produce the original ATS dated 15<sup>th</sup> May, 2023. The explanation given by Romi Garg that the said ATS has been stolen by Anup Garg is completely concocted.

19.8 Neither Romi Garg, nor White Paper Designs have produced the original ATS of 22<sup>nd</sup> July, 2024.



### **SUBMISSIONS ON BEHALF OF ROMI GARG**

20. Mr. Jai Sahai Endlaw, counsel appearing on behalf of Romi Garg made the following submissions:

20.1 Sheela Devi purchased both the suit properties from the funds transferred on behalf of Romi Garg. The bank statements of Sheela Devi would show that she did not have the money in her account to purchase the suit properties.

20.2 Sheela Devi has not disputed the fact that Romi Garg has paid a sum of Rs.23,16,00,000/- by himself or through his brother Kapil Garg out of the total consideration of Rs.24,50,00,000/-.

20.3 Romi Garg undertook construction of the suit properties through his firm Ecogreen. A sum of Rs.7,85,00,000/- has been spent towards construction of the suit properties and Romi Garg has filed bills and invoices in this regard. Accordingly, Romi Garg claims ownership of the constructed portion of the suit properties.

20.4 The contention of the defendants that payments received by Sheela Devi were siphoned off are bald and vague allegations. Sheela Devi has not given any details of the total sums received by her from Romi Garg and/or Kapil Garg and for what purpose. Further, she has not even given particulars of the amounts that have been returned back and the reasons thereof.

20.5 The contention of the defendants that the ATS dated 15<sup>th</sup> May, 2023 is forged, is completely misconceived. Late husband of Sheela Devi and father of Romi Garg and Anup Garg, Sh. Telu Ram, has signed as a witness on the said ATS. He has also filed an affidavit dated 13<sup>th</sup> October, 2025 before this



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Court, identifying the signature of Sheela Devi on the ATS dated 15<sup>th</sup> May, 2023 and the fact that the signatures were made in his presence.

20.6 Romi Garg, in its replication has pleaded that the total sums paid by Romi Garg, Kapil Garg, Manisha Garg and Ecogreen to Sheela Devi were to the tune of Rs.51,69,89,787/-, whereas Sheela Devi has paid a sum of Rs.29,26,28,700/-, thus leaving an excess amount of Rs.22,43,61,087/- with Sheela Devi. Romi Garg has also explained in his replication that the sums stated to have been returned by Sheela Devi do not pertain to the transactions relating to the ATS dated 15<sup>th</sup> May, 2023.

20.7 Merely because the stamp paper was purchased four months prior to the execution of ATS dated 15<sup>th</sup> May, 2023 does not make the same forged or fabricated. The stamp paper was purchased on 7<sup>th</sup> January, 2023, after the first payment towards the purchase of GK-II property was made on 6<sup>th</sup> January, 2023. There is no merit in the submission of the defendants that the stamp paper was forged.

20.8 There is no collusion between Romi Garg and White Paper Designs. Romi Garg, Sheela Devi, Sh. Telu Ram and other family members were all Directors in White Paper Designs, after which it was sold to the current management.

20.9 Romi Garg has paid a sum of Rs.23,16,00,000/- to Sheela Devi towards consideration of the suit properties. Sheela Devi has allegedly received Rs.20,50,00,000/- from the sale of basement, ground floor and first floor of GK-II property from the subsequent purchasers. There cannot be any justification for Sheela Devi to receive monies both from Romi Garg and the subsequent purchasers in respect of the same property. Accordingly, balance



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of convenience is in favour of Sheela Devi being directed to deposit the amounts as received by her from the subsequent purchasers in Court.

20.10 The defendants are dishonest litigants inasmuch as they executed sale deeds dated 1<sup>st</sup> September, 2025 in favour of defendants no.4 and 5 for basement, ground floor and first floor of the GK-II property while not disclosing the same to the Court at the hearing of the CS(OS) 394/2025 on 4<sup>th</sup> September, 2025 and CS(OS) 626/2025 on 10<sup>th</sup> September, 2025. The sale deeds were registered on 11<sup>th</sup> September, 2025 and 12<sup>th</sup> September, 2025, after CS(OS) 626/2025 had been filed.

20.11 The ATS dated 2<sup>nd</sup> April, 2024 in respect of first floor of GK-II property and the ATS dated 11<sup>th</sup> June, 2025 in respect of basement and ground floor of the GK-II property allegedly executed by Sheela Devi were disclosed for the first time to the Court on 3<sup>rd</sup> February, 2026 while this Court was hearing arguments on the present applications. The said agreements were filed by defendants no.4 and 5 along with their written statement. These agreements were not disclosed by Sheela Devi and Anup Garg in their written statement filed on 9<sup>th</sup> October, 2025. Accordingly, it is submitted that the said agreements are back dated, forged and fabricated.

20.12 KIOSK Properties and Bhilai Engineering are not *bonafide* purchasers for value without notice. Romi Garg and defendants were in mediation till 25<sup>th</sup> August, 2025 and the first payment was made by the subsequent purchasers towards the purchase of GK-II property on 29<sup>th</sup> August, 2025 and the balance payment was made on 1<sup>st</sup> September, 2025, the date when the sale deed got executed. Accordingly, it is contended that the subsequent purchasers were aware of CS(OS) 394/2025 and knew that the property is under litigation. White Paper Designs had also issued a newspaper publication on 13<sup>th</sup> July,



2025, notifying the public at large of the pendency of the civil suit in respect of first floor of the GK-II property.

20.13 Romi Garg had also issued a legal notice dated 24<sup>th</sup> April, 2025 to Anup Garg and Ms. Sagarika Sawhney, who is a Director in KIOSK Properties and Bhilai Engineering, stating that Sheela Devi is acting under the influence of Anup Garg. Pursuant to the aforesaid legal notice, an FIR was registered against Ms. Sagarika Sawhney and Anup Garg on 17<sup>th</sup> July, 2025.

20.14 Despite having received 94.5% of the sale consideration from Romi Garg, Sheela Devi has proceeded to sell the GK-II property to the subsequent purchasers. Romi Garg will suffer irreparable loss and injury which cannot be compensated in monetary terms, unless the defendants are restrained from creating third party rights in respect of the suit properties.

#### **SUBMISSIONS ON BEHALF OF WHITE PAPER DESIGNS**

21. Mr. Amit Sibal, senior counsel appearing on behalf of White Paper Designs, made the following submissions:

21.1 The original ATS dated 22<sup>nd</sup> July, 2024 is with White Paper Designs and it has always been ready and willing to perform its obligations under said ATS. This fact has also been noted by this Court in the order passed on 4<sup>th</sup> July, 2025.

21.2 The ATS dated 2<sup>nd</sup> April, 2024, in favour of Bhilai Engineering contains material inconsistencies which raises doubt over its execution. The fact that the said ATS is not a genuine document can be seen from the fact that no payments as mentioned in the said ATS have actually been made.

21.3 The sale deeds executed on 1<sup>st</sup> September, 2025 in favour of defendants no.4 and 5 were subsequent to the ATS executed in favour of White Paper



Designs. Therefore, in terms of Section 48 of the Transfer of Property Act, 1882 the rights created in favour of defendants no.4 and 5 would be subject to the ATS in favour of White Paper Designs.

21.4 The sale deed executed on 1<sup>st</sup> September, 2025 in favour of Bhilai Engineering was executed merely three days after the mediation between Romi Garg and the defendants failed. Clearly, Bhilai Engineering was aware of the legal proceedings and hence is not a *bona fide* purchaser.

21.5 There is no collusion between the plaintiffs. Earlier, Romi Garg and his wife were Directors in White Paper Designs as was Sheela Devi and her husband. White Paper Designs was sold in 2022 to third parties not related to the family. The e-mail address of White Paper Designs as given in the records of Ministry of Corporate Affairs (MCA) is the earlier e-mail address when the family owned this company.

**SUBMISSION ON BEHALF OF SHEELA DEVI AND ANUP GARG (DEFENDANTS)**

22. Dr. L.S. Chaudhary, counsel appearing on behalf of the defendants, made the following submissions:

22.1 The plaintiffs are acting in collusion and it is evident from the fact that the e-mail address of White Paper Designs is the same as that of Romi Garg in his bank account statement. Romi Garg and his wife were the previous Directors of White Paper Designs and the office premises of White Paper Designs is owned by Romi Garg.

22.2 The ATS dated 15<sup>th</sup> May, 2023 is a forged document and the signatures of Sheela Devi on the said document are forged. Sheela Devi did not purchase the E-Stamp Certificate used in the said ATS; the stamp paper was purchased



on 7<sup>th</sup> January, 2023, four months before the purchase of the property; there are other misleading entries on the stamp paper.

22.3 The ATS dated 15<sup>th</sup> May, 2023 is not a genuine document. There is a long unexplained and unusual period of two years and two months for making payments. There is no explanation as to why the GK-II property was purchased in the name of Sheela Devi on 4<sup>th</sup> May, 2023 and 10 days later, the ATS was executed by Sheela Devi in favour of Romi Garg. The ATS records that Romi Garg was to construct the basement, ground floor and first floor of the GK-II property. This arrangement is unusual as in the normal course, it is only one party which constructs the entire building.

22.4 Romi Garg has failed to deduct amounts towards 1% TDS as stipulated under the Income Tax Act, 1961. Even though Romi Garg claims to have made payments through other entities, such as Kapil Garg and his wife, there is nothing on record to show that the aforesaid payments were made towards the said ATS.

22.5 Romi Garg has failed to produce the original of the ATS dated 15<sup>th</sup> May, 2023. Romi Garg has cooked up a false story about the original deed stolen by defendant no.3 on 17<sup>th</sup> February, 2025. Romi Garg has also stated that the ATS dated 22<sup>nd</sup> July, 2024 executed by Romi Garg in favour of White Paper Designs has been stolen. It defies logic as to why the ATS dated 22<sup>nd</sup> July, 2024 was in possession of Romi Garg and not White Paper Designs. White Paper Designs has claimed in CS(OS) 394/2025 that the original ATS dated 22<sup>nd</sup> July, 2024 is in its possession. Accordingly, Romi Garg is taking contradictory stands.



22.6 Romi Garg claims to have incurred an expenditure of Rs.7.85 crores towards construction of the GK-II property, but has not placed on record any proof of payment by him to Ecogreens. Ecogreens is a partnership of Romi Garg and Anup Garg, in which 51% is owned by Romi Garg and 49% by Anup Garg.

**SUBMISSIONS ON BEHALF OF KIOSK PROPERTIES AND BHILAI ENGINEERING (SUBSEQUENT PURCHASERS)**

23. Mr. Sandeep Sethi, senior counsel appearing on behalf of the subsequent purchasers/defendants no.4 and 5, made the following submissions:

23.1 The subsequent purchasers have been unnecessarily dragged into a family dispute between Romi Garg, Sheela Devi and Anup Garg. The subsequent purchasers have lawfully purchased and paid for the basement, ground floor and first floor of the GK-II property. They had already purchased the second floor and third floor of the said property in 2023 and had orally agreed with Sheela Devi that they would purchase the remaining floors as well.

23.2 Bhilai Engineering and/or its Directors were never aware of the existence of the alleged ATS dated 15<sup>th</sup> May, 2023, nor were they ever put to notice of the same.

23.3 The entire GK-II property was constructed and built as a single unit for the residence of defendants no.4 and 5. Since the said property was being constructed by plaintiff's own construction firm Ecogreen, this fact was always known to Romi Garg.



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23.4 The ATS dated 15<sup>th</sup> May, 2023 was a forged and fabricated document. The date on which the stamp paper was purchased *i.e.* 7<sup>th</sup> January, 2023, Sheela Devi was not even the owner of either of the two suit properties. The GK-II property was purchased on 4<sup>th</sup> May, 2023 and the GK-I property on 8<sup>th</sup> May, 2023, *i.e.* four months after the stamp paper was purchased. The name of Sheela Devi on the stamp paper has wrongly been spelt as 'Shila Devi' it should have been spelt as 'Sheela Devi'. There are other discrepancies which are evident on the stamp paper.

23.5 In the legal notice issued by Romi Garg on 24<sup>th</sup> April, 2025, Romi Garg has admitted that Director of Bhilai Engineering, Ms. Sagarika Sawhney had fraudulently purchased the entire GK-II property. The same admission was also made by Romi Garg in the complaint filed by Romi Garg in June, 2025.

23.6 The ATS dated 2<sup>nd</sup> April, 2024 was entered into between Sheela Devi and Bhilai Engineering in respect of the first floor of the GK-II property. An initial consideration of Rs.40,00,000/- was paid to Sheela Devi by way of a cheque. However, the said cheque was not encashed by Sheela Devi. The said ATS was executed primarily for purposes of obtaining a loan from the bank. On the strength of the said ATS, Bhilai Engineering also obtained a loan sanction document from the bank. Similarly, the ATS in respect of ground floor and basement of the GK-II property was executed on 11<sup>th</sup> June, 2025 in favour of KIOSK Properties. The aforesaid ATS was also executed for the purposes of obtaining a loan from the bank and is therefore, duly mentioned in the loan sanction letter dated 3<sup>rd</sup> July, 2025.

23.7 The sale deeds in respect of the basement, ground floor and first floor of the GK-II property were executed pursuant to due diligence conducted by defendants no.4 and 5 as also by the bank from whom defendants no.4 and 5



had obtained sanction for a loan. Defendants no.4 and 5 are *bonafide* purchasers, who entered into the transaction in the ordinary course of business, paid valuable consideration, undertaken due diligence, obtained bank finance. No adverse inference can be drawn merely because the registered sale deed dated 1<sup>st</sup> September, 2025 do not refer to the earlier ATS.

23.8 Romi Garg has failed to establish any *prima facie* case in its favour. The balance of convenience is in favour of defendants no.4 and 5, who are *bonafide* purchasers. Irreparable injury would be caused to defendants no.4 and 5 if their lawful enjoyment and use of the subject property is obstructed.

23.9 As per the report of the Local Commissioner, Director of Bhilai Engineering, Ms. Sagarika Sawhney, is already residing on the first floor of the GK-II property.

23.10 Without prejudice to the aforesaid submissions, in order to balance out any potential loss that may at a later date be proved between Romi Garg and Sheela Devi, it is requested that sale consideration obtained by Sheela Devi of Rs.20,50,00,000/- be deposited in Court, subject to the outcome of this suit.

#### **ANALYSIS AND FINDINGS**

24. By way of CS(OS) 626/2025, Romi Garg, seeks specific performance of the ATS dated 15<sup>th</sup> May, 2023 executed in his favour by Sheela Devi in respect of the suit properties, *i.e.* the GK-I property and the GK II property. Romi Garg has placed on record a copy of the ATS dated 15<sup>th</sup> May, 2023. As per the ATS, Romi Garg was to pay a sum of Rs.12,30,00,000/- as consideration towards the GK-I property and a sum of Rs.12,20,00,000/- towards the GK-II property, thereby a total consideration of Rs.24,50,00,000/- was payable.



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25. The ATS dated 15<sup>th</sup> May, 2023 records that out of the aforesaid sum, Rs.13,41,00,000/- has already been paid by Romi Garg to Sheela Devi through cheque/RTGS. Details, including the dates on which the payments were made have been given in the ATS dated 15<sup>th</sup> May, 2023.

26. Out of the balance amount of sale consideration of Rs.11,09,00,000/- a sum of Rs.9,50,00,000/- was payable on or before 15<sup>th</sup> December, 2023 and the remaining sum of Rs.1,59,00,000/- was payable on or before 31<sup>st</sup> July, 2025. It has been pleaded on behalf of Romi Garg that after the execution of the aforesaid ATS, further amounts of Rs.1,75,00,000/- and Rs.8,00,00,000/- were paid by Romi Garg to Sheela Devi by way of cheques dated 6<sup>th</sup> June, 2023 and 11<sup>th</sup> December, 2023, respectively. Romi Garg has placed on record bank statements of Sheela Devi to show that the aforesaid amounts have been duly credited.

27. It has further been pleaded on behalf of Romi Garg that he was ready and willing to pay the balance amount of Rs.1,34,00,000/- on the due date, *i.e.* 31<sup>st</sup> July, 2025. Romi Garg has placed on record details of his assets including stock holdings to show that he was in a position to pay the balance amount to Sheela Devi (Document 4 of the plaintiff's documents in CS(OS) 626/2025).

28. It has also been pleaded by Romi Garg that pursuant to the aforesaid ATS, Sheela Devi handed over the original title documents of the GK II property to Romi Garg and continue to remain with him. The title documents pertaining to GK-I property are stated to be with ICICI Bank with whom a loan had been taken and it was agreed that the same shall be handed over at the time of registration of the sale deed.



29. In terms of Clause 5 of the ATS dated 15<sup>th</sup> May, 2023, Romi Garg had the right to demolish the existing structure on the aforesaid properties and get the same constructed through a builder/contractor of his own choice. It has been pleaded on behalf of Romi Garg that in terms of the aforesaid clause, Romi Garg undertook construction of the suit properties through his firm Ecogreen and has incurred expenditure of Rs.7,85,00,000/- towards construction of the suit properties.

30. Sheela Devi and her other son, Anup Garg, have questioned the validity of the ATS dated 15<sup>th</sup> May, 2023. The main ground of challenge is that the signatures of Sheela Devi on the said document have been forged. It is submitted that the spelling in the signatures of Sheela Devi is wrong in as much as the signatures bear the name 'Shila Devi' instead of 'Sheela Devi'.

31. Notably, in the bank account statement of Sheela Devi also, her name has been spelled as 'Shila Devi'. Further, even in the two sale deeds dated 1<sup>st</sup> September, 2025 executed by Sheela Devi in favour of the subsequent purchasers, Sheela Devi has signed as 'Shila Devi'.

32. Whether the signatures of Sheela devi on the ATS dated 15<sup>th</sup> May, 2023 are genuine or not can only be established in the trial. However, on a *prima facie* view, the signatures of Sheela Devi in the ATS dated 15<sup>th</sup> May, 2023 and the sale deeds of 1<sup>st</sup> September, 2025 appear to be the same.

33. One of the witnesses to the said ATS was late Sh. Telu Ram, the father of Romi Garg and husband of Sheela Devi. He has filed an affidavit dated 13<sup>th</sup> October, 2025 with this Court identifying the signatures of his wife Sheela Devi on the ATS and further stating that the said ATS has been executed in his presence.



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34. The defendants have also taken an objection that Romi Garg has failed to produce the original ATS dated 15<sup>th</sup> May, 2023. It is the contention of Romi Garg that the original ATS dated 15<sup>th</sup> May, 2023 was stolen from his premises on 17<sup>th</sup> February, 2025 by Anup Garg and his associates and an FIR has been registered with Police Station, Kalkaji in this regard.

34.1 The aforesaid contention has been disputed by the defendants.

35. Even if Romi Garg does not have the original ATS dated 15<sup>th</sup> May, 2023 in his possession, he would be entitled to lead secondary evidence to prove the same.

36. As is evident from the aforesaid submissions of the parties, there are disputed issues with regard to the execution of the ATS dated 15<sup>th</sup> May, 2023. The veracity of the statements made on behalf of the parties can only be tested in a trial. At this stage, the Court is only required to take a *prima facie* view.

37. On a *prima facie* view, it does appear that Romi Garg has paid a sum of Rs.23,16,00,000/- in terms of the ATS dated 15<sup>th</sup> May, 2023 to Sheela Devi pursuant to which the original title deeds of the suit properties were handed over to Romi Garg. At this *prima facie* stage, Romi Garg has also demonstrated his readiness and willingness to perform his obligations under the ATS, *i.e.* payment of the sum of balance amount of Rs. 1,34,00,000/-.

38. As regards the objection of the defendants that the amounts allegedly paid by Romi Garg to Sheela Devi were only strategic entries and the said amounts have been siphoned back by Romi Garg, a perusal of the bank account statement of Sheela Devi does show that amounts have been regularly credited and subsequently debited from the account of Sheela Devi. On a *prima facie* view, the picture that emerges is that the bank account of Sheela



Devi was being managed by one or more of her sons and that is why there were several back-and-forth entries.

39. In the replication filed by Romi Garg, it is stated that Romi Garg along with Kapil Garg, Manisha Garg and Ecogreen, paid a sum of Rs.51,69,89,787/- into the account of Sheela Devi, whereas Sheela Devi paid a sum of Rs.29,26,28,700/- to Romi Garg/ Kapil Garg/ Ecogreen. It is further contended that the amounts debited from the account of Sheela Devi are unrelated to the transaction under the ATS dated 15<sup>th</sup> May, 2023.

40. Whether the funds received by Sheela Devi on behalf of Romi Garg have been subsequently siphoned away or were voluntarily transferred by Sheela Devi can only be established in trial. However, even after adjusting the debit and credit entries in the account of Sheela Devi, on a *prima facie* view, it does appear that there is an excess amount of Rs.22,43,61,087/- in the account of Sheela Devi.

41. The defendants have also pointed out various irregularities in the ATS dated 15<sup>th</sup> May, 2023, such as, the stamp paper was purchased on 7<sup>th</sup> January, 2023 on which date Sheela Devi did not have title to the subject property; Sheela Devi never authorized anyone to purchase the e-stamp, though it shows that the same has been purchased by her; stamp paper was purchased four months prior to the date of the ATS, *i.e.* 15<sup>th</sup> May, 2023; the consideration amount has been shown to be 'nil' and no property description has been given.

42. The true impact of the aforesaid irregularities in the stamp paper would be considered at the stage of final adjudication of the suit. However, in my *prima facie* view, the aforesaid irregularities in the stamp paper would not invalidate the ATS, nor do they establish that the ATS was forged and/or fabricated.



43. Pursuant to the aforesaid ATS dated 15<sup>th</sup> May, 2023, Romi Garg has executed another ATS dated 22<sup>nd</sup> July 2024 in favour of White Paper Designs in respect of the first floor of the GK-II property. As per the said ATS dated 22<sup>nd</sup> July, 2024, White Paper Designs has agreed to purchase the first floor of the GK-II property for a sale consideration of Rs.6,25,00,000/-. A sum of Rs.3,37,00,000/- has already been paid by White Paper Designs to Romi Garg through banking channels. The fact that White Paper Designs is ready and willing to deposit the balance consideration has been noted by this Court in its order dated 4<sup>th</sup> July, 2025.

44. During the pendency of the present suits, Sheela Devi executed two separate sale deeds. A sale deed dated 1<sup>st</sup> September, 2025 in respect of basement and ground floor of the GK-II property in favour of KIOSK Properties and a sale deed dated 1<sup>st</sup> September, 2025 in favour of Bhilai Engineering for the first floor of the GK-II Property.

45. CS(OS) 626/2025 came up for hearing for the first time before this Court on 10<sup>th</sup> September, 2025. Counsel appeared on behalf of the defendants and it was stated that they are in possession of the basement, ground floor and first floor of the GK-II property.

46. The fact that the aforesaid portions of the property had already been sold on 1<sup>st</sup> September, 2025 was not disclosed to the Court. This fact came to light only on 16<sup>th</sup> September, 2025 when I.A. 23024/2025 was filed on behalf of Romi Garg alleging that the defendants have sold the said portions of the suit properties. The Court expressed its displeasure at the fact that the subject properties have been sold in haste without informing the Court which was seized of the matter. The relevant extracts from the order dated 16<sup>th</sup> September, 2026 are set out below:



“2. Earlier, another application under Order XXXIX Rules 1 and 2 of CPC, being I.A. 22275/2025 was filed on behalf the plaintiff, which came up for hearing along with the suit on 10<sup>th</sup> September, 2025. Notice was issued in the said application and the defendants were given two weeks’ time to file reply(ies) and same was posted for hearing on 15<sup>th</sup> October, 2025.

3. During the hearing it was noted that defendants no.1 and 3 are in possession of GK-II property, and the second and the third floor of the said property have already been sold to the third parties.

4. A pointed query was put to the counsel for the defendants, if the defendants have any intention or plan to sell the aforesaid properties.

5. Mr. L.S. Chaudhary, counsel appearing on behalf of the defendant no.1 submitted in Court that the defendants no.1 and 3 do intend to sell the aforesaid property.

6. However, today it has come to the notice of the Court that the Ground Floor, First Floor and Basement of the GK-II property, had already been sold by the defendant no.1 on 1<sup>st</sup> September, 2025.

7. This fact was not disclosed to the Court by the counsel appearing on behalf of defendant no.1 on 10<sup>th</sup> September 2025.

8. Mr. Choudhary submits that this information was not shared by the defendants with him.

9. Defendants no.1 and 3 are present in Court and admit the fact that the aforesaid property was sold by them on 1<sup>st</sup> September, 2025.

10. It is shocking that this important aspect was not disclosed to the Court on the said date of hearing.

11. Mr. Sacchin Puri, senior counsel appears on behalf of the buyers of the aforesaid GK-II property, viz. KIOSK Properties Pvt. Ltd. and Bhilai Engineering Industries (‘Buyers’), and submits that the aforesaid buyers have purchased the said properties from the defendant no.1 through a registered sale deed. He submits that a consideration of Rs.12 crores has been paid for Ground Floor and Basement of the GK-II property and a consideration of Rs.8.5 crores has been paid for the First Floor of the GK-II property.

11.1 Accordingly, the aforesaid buyers are impleaded as parties in the present suit.

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12. The plaintiff also submits that besides having paid a sum of Rs. 23,16,00,000/- to defendant no.1, being 95% of the total sale consideration in terms of the Agreement to Sell dated 15th May, 2023, the plaintiff has spent a further sum of Rs. 7.85 crores towards construction of the suit properties.

13. The plaintiff presses for an ad interim order restraining the buyers from creating any further third party rights in the basement, ground floor and first floor of the GK-II property as that would lead to multifarious litigation.

14. The plaintiff strongly apprehends that the defendants shall immediately sell the GK-I property as well, since the defendant no.1 has already sold the GK-II property pendente lite. Hence, the plaintiff also seeks to restrain the defendants from creating third party rights in respect of the said GK-I property.

15. In view of the aforesaid fact, prima facie case is made out on behalf of the plaintiff. Balance of convenience is also in the favour of plaintiff and an irreparable injury would be caused to the plaintiff if any further third party rights are created in the suit properties.

16. Issue notice in the present application.

17. Notice is accepted by the counsel appearing on behalf of defendants no.1 and 3, defendant no.2. Notice is also accepted by the counsel appearing on behalf of the Buyers/proposed defendants.

18. Reply(ies) be filed within two (2) weeks.

19. In the meanwhile, following ad interim directions are passed:-

i. Status quo with regard to title and possession of the basement, ground floor and first floor of the GK-II property shall be maintained till the next date of hearing.

ii. Defendant no.1 is directed to deposit the sale consideration received by the defendant no.1 in respect of the sale of the basement, ground floor and first floor of the GK-II property, amounting to Rs.12 crores and Rs.8.5 crores as disclosed by the counsel for the Buyers within two (2) weeks from today.

iii. The defendants are also restrained from creating any third-party rights, in respect of the GK-I property till the next date of hearing.”

47. The aforesaid order was challenged by the defendants by way of an appeal being FAO(OS) 114/2025 and the direction contained in paragraph



19(ii) was deleted/made inoperative by the Division Bench till the time the present application is decided by this Court.

48. Subsequently, *via* order dated 16<sup>th</sup> October, 2025, defendants no.4 and 5 were directed to place copies of the original sale deeds dated 1<sup>st</sup> September, 2025 before the Court.

49. Counsel for Romi Garg and White Paper Designs have further pointed out that the two sale deeds dated 1<sup>st</sup> September, 2025 are fraudulent and executed only to defeat the rights of Romi Garg. The sale deeds contained various false and incorrect statements, which are contrary to the record.

50. This Court takes note of the inconsistencies in the aforesaid sale deeds dated 1<sup>st</sup> September, 2025 as highlighted below:

50.1 The sale deeds wrongly state that GK-II property was constructed by Sheela Devi through Anup Garg with her own funds and resources. It is an admitted position that Romi Garg was constructing the GK-II property through Ecogreen.

50.2 The sale deeds falsely state that actual physical and vacant possession of GK-II property has been delivered to defendants no.4 and 5, which is contrary to the statement made by defendants as recorded in the order passed on 10<sup>th</sup> September, 2025 to the effect that defendants are in possession of the GK-II property.

50.3 Clause 7 of the two sale deeds falsely states that GK-II property is free from any encumbrances and prior litigation. The defendants were fully aware of CS(OS) 394/2025 filed by White Paper Designs as they were in mediation in the said suit.

50.4 The sale deeds wrongly state that original documents in respect of GK-II property shall be kept by Sheela Devi in trust for defendants no.4 and 5,



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despite the fact that it is an admitted position that Romi Garg is in possession of the original title documents of the GK II property.

51. All the aforesaid assertions made in the sale deeds, which are *ex-facie* contrary to the record, create doubts with regard to the genuineness of the sale deeds, on a *prima facie* view.

52. Curiously, the sale deeds were executed on 1<sup>st</sup> September, 2025 only about a week after the mediation talks between the parties failed. This Court finds it unusual that the two sale deeds were executed even though Sheela Devi did not have the original documents in respect of the GK-II property in her possession. On a *prima facie* view, it appears that the two sale deeds have been executed by Sheela Devi in favour of defendants no.4 and 5 hastily, in order to defeat the rights of the plaintiffs and to overreach any order that may be passed in the present suits.

53. Defendants no.4 and 5, in their joint written statement filed on 3<sup>rd</sup> February, 2026, for the first time make a reference to Agreements to Sell that were executed in their favour in respect of the GK-II Property. ATS dated 2<sup>nd</sup> April, 2024 was disclosed pertaining to first floor of the GK-II property in favour of Bhilai Engineering and ATS dated 10<sup>th</sup> June, 2025 in respect of basement and ground floor of the GK-II property in favour of KIOSK Properties.

54. Detailed submissions on behalf of defendants no.4 and 5 were made on 9<sup>th</sup> January, 2026, and there was no mention of any of the two ATS, nor were any of the said ATS disclosed in the written statement filed by Romi Garg and Anup Garg. There is no reference to the aforesaid ATS in the sale deeds executed on 1<sup>st</sup> September, 2025.



55. The two ATS also do not mention any timeframe during which the sale deeds were to be executed or the balance consideration was to be paid.

56. On behalf of Romi Garg, it is also pointed out that the ATS dated 2<sup>nd</sup> April, 2024 refers to a cheque of Rs.40,00,000/- handed over by Bhilai Engineering to Sheela Devi. However, this amount does not find a mention in the sale deed executed on 1<sup>st</sup> September, 2025. Similarly, the sum of Rs.2,00,00,000/- mentioned in the ATS dated 11<sup>th</sup> June, 2025 having been paid by KIOSK Properties to Sheela Devi does not find a mention in the sale deed executed on 1<sup>st</sup> September, 2025.

57. Even the statement made on behalf of defendants no.4 and 5 that they had obtained bank loans for purchase of the GK-II property does not appear to be credible in light of the fact that the original title deeds of the GK-II property continue to be in possession of Romi Garg. It is difficult to believe that a bank would grant a housing loan without even examining the original title deeds. Notably, both the loan sanction letters bear the dates of 3<sup>rd</sup> July, 2025 and 20<sup>th</sup> August, 2025, respectively, which are subsequent to filing of CS(OS) 394/2025.

58. On a *prima facie* view, it appears that the ATS dated 2<sup>nd</sup> April, 2024 was prepared only to pre-date the ATS dated 22<sup>nd</sup> July, 2024 by Romi Garg in favour of White Paper. The other ATS is purportedly of 11<sup>th</sup> June, 2025, as in respect of the said portions of the GK-II property, there was no further ATS executed by Romi Garg.

59. All these factors create doubts in the mind of the Court with regard to the genuineness and validity of the two ATS purportedly executed by Sheela Devi in favour of the subsequent purchasers. On a *prima facie* view,



defendants no.4 and 5 cannot be regarded as transferees for value who have paid their money in good faith and without notice of the previous agreement.

60. To summarise, in the *prima facie* opinion of this Court, the ATS dated 15<sup>th</sup> May, 2023 executed in favour of Romi Garg and the subsequent ATS dated 22<sup>nd</sup> July, 2024 executed by Romi Garg in favour of White Paper Designs are valid documents which are enforceable in law. Romi Garg has paid a sum of Rs.23,16,00,000/- out of the consideration of Rs.24,50,00,000/- amounting to 94.5% of the total consideration. Pursuant thereto, original title deeds were handed over to Romi Garg. The plaintiffs have the resources and have always been ready and willing to pay the balance amount due. Hence, the sale deeds executed on 1<sup>st</sup> September, 2025 in favour of defendants no.4 and 5, which are subsequent documents, would be subject to the rights granted in favour of Romi Garg and White Paper Designs under the said Agreements to Sell. Both the sale deeds dated 1<sup>st</sup> September, 2025 contain various inconsistencies which create doubt with regard to the genuineness of the said sale deeds.

### CONCLUSION

61. In light of the discussions above, a *prima facie* case has been made out on behalf of the plaintiffs in CS(OS) 626/2025 and CS(OS) 394/2025 for grant of interim injunction.

62. As per the Local Commissioner's report, defendants no.4 and 5 are in possession of first floor of the GK-II property. The second floor and third floor of the subject property have already been sold to defendants no.4 and 5 earlier and are outside the ambit of the present dispute.



63. Insofar as basement and ground floor of the GK-II property are concerned, in the order passed by this Court on 10<sup>th</sup> September 2025, it was noted that Sheela Devi is in possession of the aforesaid properties. However, as per the sale deeds executed on 1<sup>st</sup> September, 2025, possession of the aforesaid portions has been handed over by Sheela Devi to defendants no.4 and 5, *i.e.* the subsequent purchasers.

64. In order to secure the interest of the parties in the present litigation, balance of convenience requires that the suit properties be preserved. Any further alienation or dissipation of the suit properties would result in further third-party rights being created in the suit properties, resulting in multiplicity of litigation. Irreparable injury would be caused to the plaintiffs if any third-party rights are created.

65. Defendants no.4 and 5 in their written submissions have also stated that to balance out a potential loss, the sale consideration obtained by Sheela Devi of Rs.20,50,00,000/- be deposited in Court to await the outcome of the present suits. Paragraph 79 of the written submission is set out below:

*“79. That without prejudice to the foregoing, even to balance out any potential loss that may, at a later date, be proved between the Plaintiff and the Defendant No.1, it is requested that the Sale Consideration obtained by the Defendant No.1 of 20.5 Crores can be deposited in Court awaiting the outcome of the Suit. The same will squarely cover the interest of the Plaintiff who claims the Petitioner have infact paid only around 12.5 Crores to the Defendant No.1 for the A-1 Property.”*

66. As discussed above, on a *prima facie* view, Sheela Devi has received sum of Rs.23,16,00,000/- out of a total consideration of Rs.24,50,00,000/- from Romi Garg towards the sale consideration for the suit properties. She has also received a sum of Rs.20,50,00,000/- towards basement, ground floor and first floor of the GK-II property from the subsequent purchasers.



Therefore, it appears that Sheela Devi has received the sale consideration twice for the GK-II property.

67. In these circumstances, to secure the interests of the plaintiffs and the subsequent purchasers, the balance of convenience requires that Sheela Devi be asked to deposit sum of Rs.20,50,00,000/- as received from the subsequent purchasers in Court.

68. In view of the discussion above, the following interim directions are passed:

- i. *Status quo* with regard to title and possession of the basement, ground floor and first floor of the GK-II property shall be maintained by the parties till the final disposal of the suits.
- ii. *Status quo* with regard to title and possession in respect of the GK-I property shall be maintained by the parties till the final disposal of the suits.
- iii. Sheela Devi is directed to deposit in Court the sale consideration received by her in respect of the sale of the basement, ground floor and first floor of the GK-II property, amounting to Rs.20,50,00,000/- within four (4) weeks from today.

69. The aforesaid amount once deposited in Court may be put in an interest-bearing deposit. This would secure the interest of the parties which eventually succeed in the two suits.

70. All the captioned applications are disposed in the aforesaid terms.

71. Needless to state, any observations made herein are only for the purposes of adjudication of the present applications and would have no bearing on the final outcome of the present suit.



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**CS(OS) 394/2025 and CS(OS) 626/2025**

72. List before the Roster Bench on 21<sup>st</sup> August, 2026.

**AMIT BANSAL  
(JUDGE)**

**July 6, 2026**

*Vivek/-*