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

Judgment reserved on:29.05.2026
Judgment delivered on: 03.08.2026

\+ CS(COMM) 376/2026, I.A. 9592/2026, I.A. 9593/2026 & I.A. 12881/2026

ASIAN HOTELS NORTH LIMITED .....Plaintiff

Through: Dr. Abhishek Manu Singhvi, Mr. Rajiv Nayar and Mr. Jayant Mehta, Sr. Advs. with Mr. Sidhant Kumar, Mr. Akshit Mago, Ms. Ekssha Kashyap, Ms. Moomal Joshi, Ms. Amita Gupta, Ms. Kamakshi Puri, Mr. Karan and Ms. Neharika Chhabra, Advs.

versus

EXCLUSIVE CAPITAL LIMITED & ORS. .....Defendants

Through: Mr. Sudhir Nandrajog, Sr. Adv. with Mr. Apoorv Agarwal, Mr. Manav Goyal, Ms. Ritika Gusain, Ms. Amrita Sony, Ms. Ankita Singh and Mr. Madhur Dhingra, Advs. for D-1.
Mr. Kunal Tandon, Sr. Adv. with Mr. Chetan Roy, Mr. Prakhar, Ms. Natasha and Ms. Shreni, Advs. for D-2.
Mr. Annirudh Sharma, Adv. for D-3.
Mr. Sumeet Pushkarna, Sr. Adv. with Ms. Devika Mohan, Mr. Cyril Ignatious and Mr. Dhruv Negi, Advs. for D-4.

\+ CS(COMM) 1360/2025, I.A. 31762/2025, I.A. 12878/2026, I.A. 12884/2026, I.A. 12920/2026, I.A. 13262/2026, I.A. 13365/2026 & I.A. 13366/2026

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EXCLUSIVE CAPITAL LIMITED ..... Plaintiff

Through: Mr. Siddharth Yadav, Sr. Adv. with Mr. Manav Goyal, Adv.

versus

CLOVER MEDIA PRIVATE LIMITED & ORS. .....Defendants

Through: Mr. Annirudh Sharma, Adv. for D-1.
Ms. Devika Mohan and Mr. Dhruv Negi, Advs. for D-2.
Mr. Jasmeet Singh, Mr. Saif Ali, Mr. Pushpendra S. Bhadoriya, Mr. Vijay Sharma, Mr. Ajita S. Williams, Mr. Pranav Menon and Mr. Saurav, Advs. for D-3.
Dr. Abhishek Manu Singhvi and Mr. Rajiv Nayyar, Sr. Advs. with Mr. Sidhant Kumar, Ms. Amita Gupta, Ms. Kamiksha Puri, Mr. Karan Motiani and Ms. Niharika Chhabra, Advs. for D-4.

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

JUDGMENT

VIKAS MAHAJAN, J.

I.A. 9594/2026 (under Section 151 CPC r/w Section 12A(1) of Commercial Courts Act, 2015 seeking exemption from pre-institution mediation) in CS(COMM) 376/2026

1. By way of present application, plaintiff seeks exemption from pre-institution mediation.

2. It is stated in the application that the plaintiff is seeking urgent interim reliefs, specifically a mandatory injunction directing defendant no. 2/DBS Bank India Ltd to transfer possession of the original title documents (hereinafter referred as ‘Security Documents’) of the property described in the application as Hyatt Regency Hotel, Bhikaji Cama Place, New Delhi

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(hereinafter referred to as the 'Subject Property') to the plaintiff.

3. The plaintiff avers that defendant no.2/DBS Bank India Ltd is illegally retaining these documents purportedly on behalf of defendant no.1, whose alleged total crystallized claim of Rs. 1,59,66,05,228/- is merely a fraction of the Subject Property's value of over Rs. 1000 Crores.

4. To demonstrate the necessity for urgent relief, it is pleaded that the plaintiff has recently raised Rs. 300 Crores through the issuance of Non-Convertible Debentures (NCDs) in favour of Vistra ITCL India Limited (hereinafter referred to as 'Debenture Trustee'), which is secured by a registered charge on the Subject Property of the plaintiff. Further, it is stated that, pursuant to creation of charge in favour of Debenture Trustee on the subject property, Debenture Trustee is lawfully entitled to the title documents of the subject property.

5. Mr. Rajiv Nayyar, learned Senior Counsel appearing on behalf of the plaintiff, submits that the present suit contemplates grave and immediate urgency, as a letter dated 07.05.2026 has been issued by the Debenture Trustee (Vistra ITCL India Ltd.) calling upon the plaintiff to deposit the original title deeds. For ready reference, the said letter is reproduced below:

> *"Date 7th May 2026*
> *Asian Hotels (North) Ltd. ("AHNL")*
> *Bhikaji Cama Place.*
> *New Delhi*
>
> *Subject: Deposit of original title deeds relating to the Secured Property charged with holders of NCDs*
>
> *We are writing to you in relation to the* ***secured non-convertible debentures (the "NCDs")*** *issued pursuant to the denture trust deed dated 24 January 2026 executed between AHNL as the Issuer and VISTRA (INDIA) LIMITED ("DTD") as the*

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Debenture Trustee.

Under the terms of DTD, AHNL is required to deposit the original title deeds ("Title Deeds") of the property described as Hyatt Regency, Bhikaji Cama Place, New Delhi (the "Secured Property") with the Debenture Trustee. ***The aforesaid obligation for delivery of the title deeds is still pending. Accordingly, as requisitioned earlier as well, you are called upon to forthwith take all steps to secure the deposit of the Title Deeds at the earliest without any further delays.***

This letter is being issued without prejudice to our present or future rights and remedies under the DTD or under law, contract and/or equity, all of which rights and remedies and hereby expressly reserved.

This notice shall not, and shall not be deemed to, waive any breach of terms of the DTD which may have occurred or may occur in the future. Nothing contained in this Notice shall, or shall be deemed to, waive or amend, in any manner, any of your obligations under the DTD and no failure or delay, whether past, present or future, on our part, to exercise any of our rights or remedies under the DTD, or under law and/or equity, shall constitute any waiver or amendment of those rights or remedies.

All defined terms in the present letter shall have the meaning ascribed to them in the DTD.

Kind regards,

VISTRA ITCL (INDIA) LIMITED
Debenture Trustee"

(emphasis supplied)

6. He submits that, the continued retention of the Security Documents directly affects the active financing arrangement, and therefore, the suit contemplates urgent interim relief, rendering the requirement of pre-institution mediation inapplicable.

7. He further argues that the recall of Rs. 300 Crore debt would bring the

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plaintiff's business operations to a halt, as it relies on this working capital to meet daily obligations, including the salaries of a large number of employees.

8. Placing reliance on the judgment of the Hon'ble Supreme Court in ***Yamini Manohar v. T.K.D. Keerthi***, ***(2024) 5 SCC 815***, he contends that the urgency must be assessed from the standpoint of the plaintiff, and the imminent threat of an event of default constitutes a plausible and *bona fide* urgency, not a mere ruse to bypass the statute.

9. Mr. Nayyar further submits that the wrongful retention of the Security Documents by defendant no. 2/DBS bank India Ltd constitutes a 'continuing cause of action'. Relying on the recent decision of the Hon'ble Supreme Court in ***Novenco Building & Industry A/S v. Xero Energy Engineering Solutions Pvt. Ltd., (2026) 4 SCC 815***, and the Hon'ble Madras High Court's decision in ***Aarthi Scans Private Limited v. Konica Minolta Business Solutions, 2026 SCC OnLine Mad 2440***, he argues that where there is a continuing wrong inflicting multiple injuries, mere delay in approaching the Court cannot be a ground to non-suit the plaintiff or decline urgent interim relief on the ground of non-compliance of Section 12A of the Commercial Courts Act, 2015 [hereinafter **'the Act'**].

10. *Per contra*, Mr. Sudhir Nandrajog, learned Senior Counsel appearing for defendant no. 1/Exclusive Capital, vehemently opposes the application, submitting that the Debenture Trustee's letter dated 07.05.2026 is a self-serving document procured solely to create an artificial urgency and bypass the mandatory pre-institution mediation under Section 12A of the Commercial Courts Act, 2015. He contends that the plaintiff has deliberately suppressed the fact that the Non-Convertible Debentures (NCDs) were

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issued on 30.01.2026, well after the *ad-interim* order dated 07.01.2026 was passed in the suit filed by the defendant no.1 bearing no. CS (COMM) 1360 of 2025 (hereinafter referred as 'ECL Suit') directing defendant no. 2/DBS Bank India Ltd to hold the Security Documents of the subject property of the plaintiff. Further, disputing the claim of a 'continuing cause of action', he argues that reliance on ***Novenco Building*** (supra) is misplaced as the cause of action crystallized on 17.04.2025 with the issuance of the demand notice to the plaintiff by defendant no.1 under the Original Assignment Agreement which was executed between the defendant no.1/Exclusive Capital and defendant no. 3/Clover Media. Therefore, there was no continuing cause of action, as contended by the plaintiff.

11. In rejoinder, Dr. Abhishek Manu Singhvi, learned Senior Counsel appearing for the plaintiff, strongly refutes the contentions of defendant no.1 and advances an alternative argument that the mandate of Section 12A has, in fact, already been complied with.

12. He submits that before filing ECL Suit i.e. CS (COMM) 1360 of 2025, the defendant no.1 had filed CS (COMM) 399 of 2025 [hereinafter referred to as 'First ECL Suit'], in which the plaint was rejected on account of non-compliance of Section 12A of the Act *vide* this Court's judgment dated 04.08.2025. Pursuant thereto all the parties, including the plaintiff herein, underwent pre-institution mediation concerning the exact same underlying transactions. He points out that the said mediation failed, culminating in a Non-Starter Report dated 13.11.2025.

13. Dr. Singhvi highlights that defendant no. 1, in its own reply to this application, has expressly conceded that the commercial dispute subject to the previous mediation and the present suit are identical. He argues that the

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statutory obligation under Section 12A, read with Rule 3 of the Commercial Courts (Pre-Institution Mediation and Settlement) Rules, 2018, is to exhaust the remedy in respect of a 'commercial dispute'. It does not contemplate conducting a fresh, redundant mediation for every subsequent suit arising out of the same transaction, especially when the previous attempt clearly demonstrated that settlement is not possible.

14. I have heard the learned senior counsels for the parties.

15. The jurisprudence surrounding the mandatory nature of Section 12A and the carved-out exceptions for urgent interim relief are now well-crystallized. As elucidated by the Hon'ble Supreme Court in ***Yamini Manohar*** (supra), while pre-litigation mediation is a statutory imperative, Commercial Courts are obligated to independently apply their judicial mind to ascertain whether a suit genuinely contemplates 'urgent interim relief'. The prayer for urgency must not be an illusory plea, a disguise, or a mere camouflage devised solely to wriggle out of the statutory mandate. Instead, the Court is duty-bound to holistically evaluate the nature of the commercial dispute, the conduct of the parties, and the imminence of the threat to the plaintiff's rights to determine the *bona fides* of the prayer for exemption. Further, the facts and circumstances have to be considered from the standpoint of the plaintiff. The relevant portion of the said decision, reads thus:

> "*10.* ***We are of the opinion that when a plaint is filed under the CC Act, with a prayer for an urgent interim relief, the commercial court should examine the nature and the subject matter of the suit, the cause of action, and the prayer for interim relief. The prayer for urgent interim relief should not be a disguise or mask to wriggle out of and get over Section 12A of the CC Act. The facts and circumstances of the case***

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<u>have to be considered holistically from the standpoint of the plaintiff</u>. *Non-grant of interim relief at the ad interim stage, when the plaint is taken up for registration/admission and examination, will not justify dismissal of the commercial suit under Order 7 Rule 11 of the Code; at times, interim relief is granted after issuance of notice. Nor can the suit be dismissed under Order 7 Rule 11 of the Code, because the interim relief, post the arguments, is denied on merits and on examination of the three principles, namely: (i) prima facie case, (ii)irreparable harm and injury, and (iii) balance of convenience*. ***<u>The fact that the court issued notice and/or granted interim stay may indicate that the court is inclined to entertain the plaint.</u>***

11. Having stated so, it is difficult to agree with the proposition that the plaintiff has the absolute choice and right to paralyse Section 12-A of the CC Act by making a prayer for urgent interim relief. Camouflage and guise to bypass the statutory mandate of pre-litigation mediation should be checked when deception and falsity is apparent or established. The proposition that the commercial courts do have a role, albeit a limited one, should be accepted, otherwise it would be up to the plaintiff alone to decide whether to resort to the procedure under Section 12-A of the CC Act. An "absolute and unfettered right" approach is not justified if the pre institution mediation under Section 12-A of the CC Act is mandatory, as held by this Court in Patil Automation [Patil Automation (P) Ltd. v. Rakheja Engineers (P) Ltd., (2022) 10SCC1:(2023) 1 SCC (Civ) 545]

12. The words "contemplate any urgent interim relief" in Section 12-A(1) of the CC Act, with reference to the suit, should be read as conferring power on the court to be satisfied. They suggest that the suit must "contemplate", which means the plaint, documents and facts should show and indicate the need for an urgent interim relief. This is the precise and limited exercise that the commercial courts will undertake, the contours of which have been explained in the earlier paragraph(s). *This will be sufficient to keep in check and*

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ensure that the legislative object/intent behind the enactment of Section 12-A of the CC Act is not defeated."

(emphasis supplied)

16. Reaffirming this position of law, the Apex Court in ***Novenco Building*** (supra), following the dictum in ***Yamini Manohar*** (supra), enunciated the tests for the rejection of a plaint and for the adjudication of interim relief, which are reproduced below: -

> "*19. The legal test distilled from the aforesaid decisions for the purposes of rejection of the plaint and for adjudication of interim relief can be culled out as follows:*
>
> *19.1 Section 12A mandatorily requires pre-institution mediation for commercial suits, non-compliance of which would ordinarily render the plaint institutionally defective.*
>
> *19.2* ***A plaintiff can be exempted from the requirement of Section 12A only when the plaint and the documents attached with it clearly show a real need for urgent interim intervention. A wholesome reading of the plaint and the material annexed to the plaint ought to disclose the need for urgent relief****.*
>
> *19.3* ***The court must look at the plaint, pleadings and supporting documents to decide whether urgent interim relief is genuinely contemplated. The court may also look for immediacy of the peril, irreparable harm, risk of losing rights/assets, statutory timelines, perishable subject-matter, or where delay would render eventual relief ineffective.***
>
> *19.4 A proforma or anticipatory prayer for urgent relief used as a device to skip mediation will be ignored and the court can require the parties to comply with Section 12A of the Act.*
>
> *19.5* ***The court is not concerned with the merits of the urgent relief, but if the relief sought seems to be plausibly urgent from the standpoint of the plaintiff the court can dispense with the requirement under Section 12A of the Act.***
>
> ***Analysis***

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*20. **Thus, the question whether a suit 'contemplates any urgent interim relief' needs to be examined on the touchstone of the aforementioned criteria. The issue which arises for consideration in this appeal is whether a suit alleging continuing infringement of patent and design rights, accompanied by a prayer for interim injunction, can be said to contemplate urgent relief within the meaning of Section 12A of the Act, notwithstanding certain delay in its institution**.*

***21.** The subject matter of the present action is continuing infringement of intellectual property. Each act of manufacture, sale, or offer for sale of the infringing product constitutes a fresh wrong and recurring cause of action. It is well-settled in law that mere delay in bringing an action does not legalise an infringement and the same cannot defeat the right of the proprietor to seek injunctive relief against the dishonest user [Midas Hygiene Industries (P) Ltd. v. Sudhir Bhatia, (2004) 3 SCC 90]. The appellant has pleaded that Xero Energy, its former distributor, has dishonestly appropriated its proprietary designs and patents to manufacture and market identical fans under deceptively similar name. The accompanying material demonstrates that such infringing activity is continuing and causing immediate and irreparable harm to the appellant's business reputation, goodwill and proprietary rights.*

***22.** From the standpoint of the appellant, each day of continuing infringement aggravates injury to its intellectual property and erodes its market standing. **The urgency, therefore, is inherent in the nature of the wrong and does not lie in the age of the cause but in the persistence of the peril.** The court cannot be unmindful of the fact that intellectual property disputes are not confined to the private realm. When imitation masquerades as innovation, it sows confusion among consumers, taints the marketplace and diminishes faith in the sanctity of the trade. The public interest, therefore, becomes the moral axis upon which the urgency turns. Therefore, the public interest element, need to prevent confusion in the market and to protect consumers from deception further imparts a colour of immediacy to the reliefs sought.*

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23. The appellant's prayer for injunction cannot be characterised as mere camouflage to evade mediation. It is a real grievance founded on the continuing nature of infringement and irreparable prejudice likely to be caused by the delay. The court must look beyond time lag and evaluate the substance of the plea for interim protection. The insistence of pre-institution mediation in a situation of ongoing infringement, in effect, would render the plaintiff remediless allowing the infringer to continue to profit under the protection of procedural formality. Section 12-A of the Act was not intended to achieve such kind of anomalous result.

24. *The learned Single Judge [Novenco Building & Industry A/S v. Xero Energy Engg. Solutions (P) Ltd., 2024 SCC OnLine HP 4266] as well as the Division Bench [Novenco Building & Industry A/S v. Xero Energy Engg. Solutions (P) Ltd., 2024 SCC OnLine HP 5795] of* ***the High Court erred in construing the test for urgent relief enumerated in Section 12-A of the Act, inasmuch as the courts have proceeded to examine the entitlement of the appellant to urgent relief based on the merits of the case rather than looking at the urgency as is evident from the plaint and the documents annexed thereto from the standpoint of the plaintiff.*** *The High Court has proceeded on the premise that lapse of time between the appellant's discovery of infringement and filing of suit negated the element of urgency. Such an approach, in our considered view, is contrary to the principles laid down by the decisions of this Court.* ***The High Court has also failed to take into account that the present action is one of the continuous infringement of intellectual property.***

Conclusion

25. For the reasons stated above, we hold that: (i) In actions alleging continuing infringement of intellectual property rights, urgency must be assessed in the context of the ongoing injury and the public interest in preventing deception (ii) Mere delay in institution of a suit by itself, does not negate urgency when the infringement is continuing.

26. *For the aforementioned reasons, the impugned judgment*

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dated 28-8-2024 [Novenco Building & Industry A/S v. Xero Energy Engg. Solutions (P) Ltd., 2024 SCC OnLine HP 4266] of the learned Single Judge in Commercial Suit No. 13 of 2024 and the judgment dated 13-11-2024 [Novenco Building & Industry A/S v. Xero Energy Engg. Solutions (P) Ltd., 2024 SCC OnLine HP 5795] of the Division Bench of the High Court in Commercial Appeal No. 1 of 2024 are quashed and set aside. The Commercial Suit No. 13 of 2024 is restored to the file of the High Court to be proceeded with on merits in accordance with law.

(emphasis supplied)

17. Guided by the law as aforesaid, and having regard to the factual matrix of the present case, this Court is of the view that the prayer for urgent interim relief is bona fide and not a mere camouflage, ruse, or disguise devised to bypass the statutory mandate, as the Court is inclined to grant the interim relief for the reasons comprehensively delineated in the subsequent part of this very judgment while dealing with I.A. 9591/2026 in CS (COMM) 376/2026 under Order 39 Rules 1 & 2 CPC.

18. There is a demand made by the Debenture Trustee to deposit the title deeds of the subject property as collateral to secure the Rs. 300 crores ‘secured non-convertible debentures’. The non-release of the title documents could imperil the said credit facilities statedly required for working capital to meet daily obligations, including the payment of salaries of a large number of employees, thereby threatening the daily operations of the plaintiff. Further, the continuous withholding of the title deeds also adversely affects the plaintiff’s ability to avail credit facilities in future in the absence of such title deeds. In that sense the cause of action is a continuing one. In any case, the urgency has to be considered from the standpoint of the plaintiff.

19. It has been elaborately detailed in the ensuing paragraphs that the

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plaintiff has strong *prima facie* case; the balance of convenience is also in its favour, and it would suffer irreparable commercial harm without immediate equitable intervention, therefore, it naturally follows that the suit genuinely and substantially contemplates urgent interim relief.

20. The parameters laid down by the Hon'ble Supreme Court in ***Yamini Manohar*** (supra) and ***Novenco*** (supra) are, therefore, squarely satisfied.

21. Further, it is a matter of record that the underlying commercial dispute between the exact same parties had already been subjected to the mediation process, which culminated in a Non-Starter Report dated 13.11.2025 due to the non-participation of the defendants.

22. Given that this Court in the facts and circumstances of the present case is inclined to grant equitable *interim relief* to protect the plaintiff from immediate peril, the requirement of pre-institution mediation is dispensed with.

23. The present application is, therefore, allowed and disposed of.

I.A. 9591/2026 (under Order XXXIX Rules 1 and 2 r/w Section 151 CPC by plaintiff seeking release of security documents) in CS(COMM) 376/2026

24. The present application has been filed seeking interim reliefs, *inter alia*, for directions to the defendant no. 2/DBS Bank India Ltd to deliver the title documents/security documents of the subject property to the plaintiff/Asian Hotels North Limited [hereinafter also referred to as **'AHNL'**] or its nominee, subject to the deposit of the disputed dues with this Court.

25. It is the case of the plaintiff that it is a public listed company engaged in the hospitality sector and is the owner of the property located at Hyatt Regency, Bhikaji Cama Place, New Delhi [hereinafter referred as **'Subject**

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Property'].

26. In 2010, the plaintiff obtained loan facilities from DBS Singapore (Development Bank of Singapore) [hereinafter **'DBS Loan'**], which were secured by the deposit of title documents/security documents as a collateral, of plaintiff's subject property. Defendant no.2/DBS Bank India Ltd, an Indian entity, was appointed as the security trustee to hold these documents. Later, DBS Singapore assigned its loan and underlying security interest to Star Strength Mauritius [hereinafter referred to as **'Star Strength'**], which was then fully repaid by the plaintiff.

27. Subsequently, in 2017, the plaintiff obtained further credit facilities from IndusInd Bank Limited [hereinafter, referred to as **'IBL**'], secured by a *pari passu* charge, and for administrative convenience, IBL also entrusted the deposit of the Security Documents to defendant no. 2, for the reason that defendant no.2 was already holding the security documents on behalf of DBS, Singapore.

28. It is further the case of the plaintiff that the debt owed to IndusInd Bank was assigned to defendant no.1/Exclusive Capital Limited [hereinafter, also referred to as **'Exclusive Capital'**] *vide* Original Assignment Agreement dated 28.12.2022. To finance the acquisition of debt, defendant no.1 availed a loan of Rs. 60 Crores from defendant no. 3/Clover Media Private Limited [hereinafter also referred to as **'Clover Media'**] under an Inter Corporate Loan Agreement dated 14.12.2022 [hereinafter also referred to as **'ICL Agreement'**], whereunder the defendant no.3 had a right to assign the plaintiff's debt.

29. It is averred in the plaint that defendant no. 1/Exclusive Capital defaulted on its repayment obligations under the ICL Agreement.

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Consequently, defendant no. 3/Clover Media transferred the debt to defendant no.4/VSJ Investments Pvt Ltd [hereinafter also referred to as **'VSJ'**] *via* an Assignment Agreement dated 01.02.2024. In this manner the defendant no.4/VSJ stepped into the shoes of defendant no.1/Exclusive Capital and became lawful lender and charge-holder in respect of the plaintiff's debt.

30. This substitution of the lender was affirmed by this Court *vide* judgment dated 23.12.2024 in IA No. 3178/2024 in CS (COMM) no. 128/2022 [hereinafter referred as **'substitution judgment'**]. Subsequently, defendant no. 1's appeal and application for clarification against the substitution judgment were dismissed by the Division Bench.

31. It is the case of the plaintiff that following the substitution, it entered into a One Time Settlement with defendant no. 4/VSJ on 31.12.2024, discharging the entire debt upon a payment of Rs. 70 Crores. Further, a no-dues certificate dated 31.12.2024 was issued by the defendant no. 4/VSJ to the plaintiff.

32. Subsequently, the Registrar of Companies also recorded the satisfaction of charge of defendant no.1/Exclusive Capital on plaintiff's asset by issuing a Memorandum of Satisfaction of Charge on 17.04.2025. Despite this, defendant no. 1/Exclusive Capital issued a Demand Notice on the same date i.e. 17.04.2025, seeking recovery of an alleged outstanding sum of Rs. 1,59,66,05,228/-.

33. It is further pleaded in the plaint that defendant no. 1/Exclusive Capital filed criminal application in CT Case no. 662/2025, *titled "**Exclusive Capital Limited vs State Govt of NCT of Delhi**"*, alleging that the ICL Agreement was forged and fabricated. However, the said

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application was dismissed by the Ld. Chief Judicial Magistrate *vide* order dated 16.05.2025 with categorical findings that defendant no. 1 had in fact acted upon the ICL Agreement.

34. The defendant no.1/Exclusive Capital filed a Revision Petition assailing the order dated 16.05.2025, but the same was dismissed by the Ld. Additional Sessions Judge *vide* order dated 29.11.2025 and the order dated 16.05.2025 of Ld. CJM was upheld.

35. It is further stated that defendant no. 1/Exclusive Capital has filed a parallel suit bearing CS (COMM) 1360 of 2025 [hereinafter referred as **'ECL Suit'**] seeking to declare the ICL Agreement as null and void. In the ECL Suit, an *ad-interim* order was passed on 07.01.2026 directing defendant no. 2/DBS India to hold the titled deeds (Security Documents) of the plaintiff's property. The plaintiff's appeal against this interim order was dismissed by the Division Bench *vide* order dated 16.03.2026, inter alia, observing the Appellant therein i.e. AHNL could not have claimed the title deeds of the subject property in a suit where it was merely a defendant without filing a counter-claim. Thereafter, the present suit was filed by the plaintiff/AHNL.

36. It is the case of the plaintiff that on 30.01.2026, it availed a fresh debt of Rs. 300 Crores through the issuance of Non-Convertible Debentures [**NCDs**], which are secured by a registered charge on the Subject Property in favour of a Debenture Trustee.

37. It is averred that despite the original DBS loan having been fully repaid and the assignee thereof namely, Star Strength, expressly requesting the release of the Security Documents on 16.02.2026, defendant no. 2 has refused to hand over the same, citing pendency of the ECL Suit, while

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maintaining that it holds the title deeds/security documents solely as a Security Trustee for the lenders of the plaintiff.

38. Dr. Abhishek Manu Singhvi, learned Senior Counsel appearing on behalf of the plaintiff, submits that the plaintiff has established a strong *prima facie* case, as defendant no. 1/Exclusive Capital has no subsisting right over the Subject Property or the Security Documents/Title Documents. Elaborating on this, he submits that the plaintiff's debt that was assigned in favour of the defendant no.1, who further assigned in favour of defendant no.3/Clover Media, who in turn assigned it in favour of defendant no.4/VSJ, invoking the terms of the ICL Agreement executed between defendant no.1 and defendant no.3, since the defendant no.1 defaulted in repaying loan of defendant no.3/Clover Media as per the agreed terms.

39. The plaintiff has discharged the debt *vide* a One Time Settlement agreement with defendant no. 4/VSJ on 31.12.2024 by paying Rs. 70 Crores to defendant no. 4/VSJ Investments. Pursuant thereto, the extinguishment of defendant no.1's charge qua plaintiff's debt has also been statutorily confirmed by the Registrar of Companies *via* the Memorandum of Satisfaction of Charge (hereinafter referred as **'MoS'**) dated 17.04.2025, therefore, defendant no. 1 possesses no surviving right against the subject property and the security documents related thereto. He submits that there has been no challenge to the MoS in the present suit or before any appropriate forum under the Companies Act.

40. He contends that defendant no. 1's claim regarding the unauthorized execution of the ICL Agreement stands negated by contemporaneous email correspondence dated 12.12.2023 and 13.12.2023, which demonstrates that the parties i.e defendant no.1/Exclusive Capitals and defendant no.3/Clover

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Media acted upon the ICL Agreement as the original assignment document dated 28.12.2022 was deposited by Exclusive Capitals with Clover Media in terms thereof.

41. He contends that the validity of the ICL Agreement and the subsequent assignment agreement has been consistently confirmed by three judicial orders, *viz*., (i) the substitution judgment of this Court dated 23.12.2024 passed in IA No. 3178/2024 in CS (COMM) 128/2022; (ii) the order of the Ld. Chief Judicial Magistrate dated 16.05.2025 in Complaint Case No. 662 of 2025, and (iii) the order of the Ld. Additional Sessions Judge dated 29.11.2025 in Criminal Revision Petition No. 303 of 2025.

42. He argues that the alternative document propounded by defendant no.1, namely the Inter-Corporate Deposit Letter dated 14.12.2024 (hereinafter referred as '**ICD Letter**'), is a unilateral document bearing no signature of Clover Media, lacks any proof of delivery or communication, and contains no provision for security, therefore, it is legally not tenable. He submits that ICD Letter merely professes to be a request for an inter-corporate deposit.

43. He submits that defendant no. 2/DBS Bank India Limited, who claims to act solely as an agent of defendant no. 1, has no independent authority to retain the security documents.

44. He further contends that under Sections 60 and 83 of the Transfer of Property Act, 1882, the plaintiff has a statutory right as a mortgagor to redeem the mortgaged property by depositing the debt, and the plaintiff is willing to deposit the entire alleged claim of defendant no.1 in the Court, without prejudice to its contention that the defendant no.1's claim is devoid of merit.

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45. Addressing on the test of balance of convenience, Dr. Singhvi submits that the Subject Property is valued at approximately Rs. 1000 Crores, whereas defendant no. 1's crystallized claim represents less than 15% of this value. He argues that defendant no. 1's attempt to illegally control the entire property for such a minor fraction, which is being contested by the plaintiff, demonstrates clear *mala fides*.

46. He further draws the Court's attention to the fact that the Subject Property is currently charged to other lenders holding Non-Convertible Debentures (NCDs) amounting to Rs. 300 Crores. Relying on a letter dated 07.05.2026, he states that the Debenture Trustee has directed the plaintiff to deposit the Security Documents forthwith. He argues that the non-release of the title documents imperils essential credit facilities required for working capital, thereby threatening the daily operations of the plaintiff.

47. Responding to the anticipated objection that the interim relief sought effectively constitutes the final relief, Dr. Singhvi submits that a Court is empowered to grant such relief at the interim stage based on undisputed facts. He further submits that it remains undisputed that defendant no. 1 only claims a charge to the extent of the crystallized amount as per its Demand Notice dated 17.04.2025 and possesses no title or ownership interest in the Subject Property.

48. *Per contra*, Mr. Siddharth Yadav, learned Senior Counsel appearing on behalf of defendant no. 1/Exclusive Capital, vehemently opposes the application and submits that the ICL Agreement, on which the plaintiff bases its entire case, is a forged and fabricated document. He contends that the actual transaction between defendant no.1/Exclusive Capital and defendant no. 3/Clover Media was governed by an ICD Letter, whereby

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defendant no. 1 availed an unsecured loan of Rs. 60 Crores. He emphasizes that the ICD Letter is an unregistered document creating no charge over any property, and no title deeds of the plaintiff were ever deposited as security in terms of Section 58(f) of the Transfer of Property Act, 1882.

49. Elaborating on the aspect of forgery, he submits that the forged ICL Agreement was purportedly executed by a former employee of defendant no.1 in collusion with defendant no.3, without any authority. He points out glaring discrepancies, such as the fact that the executant claimed to be the Company Secretary on 14.12.2022, whereas he was appointed to the said post only on 23.12.2022. Furthermore, the document contains blank pages, do not bear the signatures of attesting witnesses, and utilizes a stamp paper that predates the alleged agreement and incorrectly name the parties.

50. He further argues that had the ICL Agreement been a genuine document creating a security interest, a charge was mandatorily required to be registered with the Ministry of Corporate Affairs within 30 days under Section 77 of the Companies Act, 2013, which was admittedly never done.

51. Relying on the doctrine of *lis pendens*, he argues that the title deeds and the charge over the Subject Property constitute the core subject matter of the dispute, therefore, permitting the release or alteration of these documents during the pendency of the proceedings would cause irreversible prejudice to defendant no. 1 and render the adjudication of suit irrelevant.

52. He further raises a threshold objection regarding maintainability, submitting that since the dispute pertains to serious allegations of fraud, forgery, and unauthorized assignment of debt, the same must be decided prior to granting any interim relief. He argues that granting the reliefs sought by the plaintiff at this stage would effectively amount to decreeing the

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plaintiff's suit and dismissing defendant no. 1's suit without a trial.

53. Countering the plaintiff's argument regarding the disparity between the value of the Subject Property and the crystallized claim, he submits that Courts are guided by the rule of law and the principle that 'nobody can be permitted to take advantage of their own wrong', rather than being influenced by the quantum of the dispute or commercial pressure.

54. He further clarifies that the previous judicial orders dated 23.12.2024, 16.05.2025, and 29.11.2025 did not conclusively adjudicate upon the genuineness or validity of the ICL Agreement, which remains within the exclusive domain of a Civil Court after a trial.

55. Lastly, Mr. Yadav draws the Court's attention to the fact that the transactions undertaken by the plaintiff, particularly the One Time Settlement (OTS) relied upon to claim discharge of the debt, are already under active judicial scrutiny before the Hon'ble Supreme Court in SLP(C) No. 1659 of 2026. He points out that the Supreme Court has issued notice and directed the production of original records and valuation details pertaining to the settlement.

56. To buttress his contentions, Mr. Yadav has placed reliance on the decisions of the Hon'ble Supreme Court in (i) ***United India Insurance Co. v. Rajendra Singh, (2000) 3 SCC 581***, (ii) ***Ramakant Ambalal Choksi v. Harish Ambalal Choksi, (2024) 11 SCC 351,*** and (iii) ***State of Haryana v. Narvir Singh, (2014) 1 SCC 105***.

57. Mr. Darpan Wadhwa, learned Senior Counsel appearing on behalf of defendant no. 3/Clover Media, has made submissions in line with the plaintiff's stand and strongly refutes the claims of defendant no.1. He submits that the genesis of the transaction lies in defendant no.1 approaching

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defendant no.3/Clover Media in December 2022 for a loan of Rs. 60 Crores specifically to acquire the plaintiff's debt from IndusInd Bank. This arrangement was formalized through the validly executed ICL Agreement.

58. He argues that defendant no.1 unequivocally acted upon the ICL Agreement. Upon acquiring the plaintiff's debt for Rs. 98 Crores, defendant no.1 strictly complied with Clause 3.1(a) & 3.1(h) of the ICL Agreement by depositing the Original Assignment Agreement dated 28.12.2022 and other documents with defendant no.3 as security. He points out that this deposit was explicitly confirmed by an email dated 13.12.2023 sent by defendant no.1's own official, acknowledging that the original assignment agreement was in defendant no. 3's possession and would be handed back only upon repayment of the loan.

59. Detailing the default on part of the defendant no.1, Mr. Wadhwa submits that the loan was repayable within 12 months, i.e., by 13.12.2023. Despite multiple reminders issued throughout November and December 2023, defendant no. 1 failed to repay the principal amount, remitting only an interest component of approximately Rs. 3.93 Crores and seeking a six-month extension, which was denied. Consequently, an Event of Default occurred, empowering defendant no. 3 to exercise its contractual right under Clauses 3.3 and 17.4 of the ICL Agreement to assign the debt and all related entitlements. Invoking the said right, the defendant no.3 assigned the debt to defendant no. 4/VSJ on 01.02.2024.

60. He contends that defendant no. 1's challenge to the ICL Agreement is an afterthought as well as barred by delay, laches and acquiescence. He submits that the defendant no.1 enjoyed the benefit of Rs. 60 Crores for over a year and only raised the bogey of forgery after defaulting on repayment

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and after the debt was assigned to defendant no.4/VSJ. He further submits that the unilateral ICD Letter relied upon by defendant no. 1 is not a binding agreement; it bears no signature of defendant no.3, lacks any acceptance, and is entirely inconsistent with the actual transaction implemented by the parties, as it makes no reference to the deposit of original documents which defendant no. 1 actually deposited.

61. Concluding his arguments, he submits that the balance of convenience is entirely against defendant no. 1, whose sole intent is to indefinitely enjoy the loan of Rs. 60 Crores without repayment while defeating the contractually agreed assignment mechanism.

62. Mr. Sumeet Pushkarna, learned Senior Counsel appearing on behalf of defendant no.4/VSJ, adopts the submissions made by the plaintiff and defendant no.3, and further highlights the concluded nature of the transactions. He submits that defendant no. 4/VSJ was lawfully substituted as the lender of the plaintiff by operation of the validly executed ICL Agreement and the subsequent VSJ Assignment Agreement dated 01.02.2024 (hereinafter referred as **'VSJ Agreement'**).

63. He underscores the fact that this substitution is not merely a contractual assertion but has been stamped with judicial approval *vide* the Substitution Judgment dated 23.12.2024, which explicitly recognized defendant no.4/VSJ as the lawful successor-in-interest. He points out that defendant no. 1's subsequent attempts to challenge this substitution through an appeal and a clarification application met with dismissal *vide* Division Bench's order dated 03.04.2025 in FAO (OS) COMM 9 of 2025 and order dated 26.05.2025 in CM Appl. 32181 of 2025, respectively.

64. He submits that acting in its capacity as the lawfully substituted

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lender, defendant no. 4/VSJ entered into a full and final settlement with the plaintiff on 31.12.2024, accepting Rs. 70 Crores to extinguish the debt. Following this payment, defendant no. 4 issued a No-Dues Certificate, stock exchanges were notified, and the Registrar of Companies formally recorded the satisfaction of the charge on 17.04.2025.

65. Lastly, Mr. Pushkarna argues that with the debt fully discharged and the underlying security lawfully extinguished, the VSJ Agreement has worked itself out and culminated in a concluded transaction. He asserts that in the absence of any subsisting debt or security, no enforceable right survive in favour of defendant no.1/Exclusive Capital.

66. Mr. Kunal Tandon, learned Senior Counsel appearing for defendant no. 2/DBS Bank India Ltd. contends that defendant no. 2 has been caught in the crossfire of litigation between the parties and is only seeking appropriate directions from this Court, with regard to the Title Deeds/Security Documents and accordingly, defendant no. 2 would release the Title Deeds/Security Documents.

67. In rejoinder, Dr. Singhvi, addresses the argument regarding the non-registration of the charge under Section 77 of the Companies Act, 2013, raised by defendant no.1. He submits that this plea is legally untenable as Section 77 places the statutory obligation to register a charge squarely on the company creating it i.e. defendant no. 1, which itself failed to register the charge. Therefore, defendant no. 1 cannot now take advantage of its own default.

68. He further contends that under sub-sections (3) and (4) of Section 77, the sole consequence of non-registration is that the charge does not bind other creditors or the liquidator; it does not absolve the company itself from

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its contractual commitments. He submits that, in any event, the ICL Agreement confers independent contractual rights upon defendant no.3/Clover to assign the debt and realize the proceeds, which do not require registration under Section 77 to be enforceable between the parties.

69. Dr. Singhvi asserts that the entire issue of registration is not worth considering at this stage because the assignment clause of ICL Agreement was invoked, the debt was lawfully transferred to defendant no. 4/VSJ, and the plaintiff has fully discharged it. He submits that the transaction has completely 'worked itself out', a position fortified by the unchallenged Memorandum of Satisfaction of Charge issued by the Registrar of Companies on 17.04.2025.

70. I have heard the learned Senior Counsel for the parties at length and have carefully perused the record, including the pleadings and the documents filed along with the applications.

71. At the outset, it must be noted that the present application is under Order XXXIX Rules 1 and 2 of the CPC, wherein this Court is primarily required to assess the plaintiff's case on the triple test of *prima facie* case; the balance of convenience and irreparable injury.

72. The core subject matter of the present dispute revolves around the plaintiff's prayer for the release of its security documents i.e. the original title deeds currently held by defendant no. 2/DBS Bank India Ltd. (Security Trustee). The plaintiff contends that its underlying debt stands fully extinguished following a One Time Settlement with the substituted lender defendant no. 4/VSJ, in whose favour the debt was eventually assigned, backed by a statutory Memorandum of Satisfaction of Charge.

73. Conversely, defendant no. 1 opposes the release of said title deeds,

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claiming an outstanding dues of Rs. 159.66 Crores and alleging that the foundational assignment of debt to defendant no. 4/VSJ Investments was orchestrated through a forged agreement, namely the ICL Agreement dated 14.12.2022.

74. Thus, the first and foremost question to be addressed at this interlocutory stage is whether the plaintiff has made out a strong *prima facie* case, thereby making it entitled for the release of its physical title deeds.

75. This court notes that the plaintiff's claim, that its debt stands fully discharged pursuant to a One Time Settlement (OTS) dated 31.12.2024 with defendant no. 4/VSJ, for a sum of Rs. 70 Crores is an admitted fact between the plaintiff and the defendant no. 4/VSJ, as can be seen from the No Dues Certificate dated 31.12.2024, issued by defendant no.4/VSJ to plaintiff, as also affirmed by the defendant no.4 in its reply to the present application. The No Dues Certificate dated 31.12.2024 has been set out below in extenso for the ease of reference:

> ***"VSJ INVESTMENTS PRIVATE LIMITED*** *G-12, Ground Floor, Raheja Centre,*
> *214 Free Press Journal Marg,*
> *Nariman Point, Mumbai 400021.*
>
> *Date: 31st December, 2024*
>
> *The Director,*
> *M/S Asian Hotel North Limited*
> *Bhikai Ji Cama Place*
> *M.G. Marg, New Delhi-110066*
>
> *REG:* ***No Dues Certificate*** *in the A/C: M/S Asian Hotel North Limited*

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By:DEEPAK SINGH
Signing Date:04.08.2026
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We, VSJ Investments Private Limited, hereby confirm that a one-time settlement (OTS) of all outstanding dues in the A/C: M/S Asian Hotel North Limited was approved by the competent authority of VSJ Investments Private Limited on certain terms and conditions. As per the terms and conditions, the entire OTS amount has been received by us.

As the entire OTS amount has been received in full by us, we have NO Due Outstanding towards the Borrower i.e. M/S Asian Hotel North Limited or the guarantors in the captioned A/C, as per and subject to the terms and conditions.

This No Dues Certificate is being issued on the specific request of the borrower, M/S Asian Hotel North Limited.
For VSJ Investments Pvt Ltd

Pawan Chhangani
Authorised Signatory"

(emphasis supplied)

76. This discharge of plaintiff's debt is not merely a contractual assertion articulated by the plaintiff and defendant no.4 but is also backed by statutory confirmation. The Registrar of Companies (RoC) issued a Memorandum of Satisfaction of Charge (MoS) on 17.04.2025, stating successful satisfaction of charge between the plaintiff and defendant no.1/Exclusive Capital. Reproduced below in extenso is the Memorandum of Satisfaction of Charge (MoS) dated 17.04.2025 as issued by the Registrar of Companies:

"***GOVERNMENT OF INDIA***
MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies Delhi
4th Floor IFCI Tower, 61, New Delhi, Delhi, India, 110019

Memorandum of satisfaction of charge

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Signing Date:04.08.2026
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[Pursuant to sections 77(1) and 78 of the Companies Act 2013 and sub-rule (1) of 6 of the Companies (Registration of Charges) Rules, 2014]

Corporate Identity Number or Foreign Company Registration Number: ***L55101DL1980PLC011037***
Name of the company: ***ASIAN HOTELS (NORTH) LIMITED***
Charge Identification Number: ***100137710***

SRN: ***AB3446425***

REF: Satisfaction of Charge ***100137710*** *dated 20/11/2017* **last modified on** *07/11/2023 made between ASIAN HOTELS (NORTH) LIMITED (OF THE ONE PART) AND EXCLUSIVE CAPITAL LIMITED (OF THE OTHER PART)*

This is to certify that pursuant to the provisions contained in Chapter VI of the Companies Act 2013, the above charge for Rupees one hundred five crore only has been satisfied in full *on THIRTY FIRST day of DECEMBER TWO THOUSAND TWENTY FOUR in accordance with the provisions contained in that behalf in Chapter VI of the said Act.*

Given under my hand at New Delhi this SEVENTEENTH day of APRIL TWO THOUSAND TWENTY FIVE

Assistant Registrar of Companies/ Deputy Registrar of Companies/Registrar of Companies Delhi"

(emphasis supplied)

77. Concomitantly, the website of the Ministry of Corporate affairs, as latest as 06.04.2026, at serial no. 21, shows that the charge of defendant no.1/Exclusive Capital over plaintiff's subject property stands satisfied on 31.12.2024. Reproduced below are the relevant extract from the website of Ministry of Corporate affairs downloaded on 06.04.2026, as put on record by the plaintiff as Document No. 40:

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By:DEEPAK SINGH
Signing Date:04.08.2026
20:52:35

Ministry Of Corporate Affairs

DOCUMENT NO. 40

Date : 06-04-2026 5:29:29 pm

Company Information

CIN	L55101DL1980PLC011037
Company Name	ASIAN HOTELS (NORTH) LIMITED
ROC Name	ROC Delhi I
Registration Number	011037
Date of Incorporation	13/11/1980
Email Id	investorrelations[at]ahlnorth[dot]com
Registered Address	BHIKAJI CAMA PLACE M. G. MARG, NEW DELHI, Delhi, India, 110066
Address at which the books of account are to be maintained	-
Listed in Stock Exchange(s) (Y/N)	Yes
Category of Company	Company limited by shares
Subcategory of the Company	Non-government company
Class of Company	Public
ACTIVE compliance	ACTIVE Compliant
Authorised Capital (Rs)	75,00,00,000
Paid up Capital (Rs)	42,63,32,290
Date of last AGM	29/09/2025
Date of Balance Sheet	31/03/2025
Company Status	Active
Small Company	No

Jurisdiction	
ROC (name and office)	ROC Delhi I
RD (name and Region)	RD Delhi, Northern Region Directorate I

Index of Charges

Sr. No.	SRN	Charge Id	Charge Holder Name	Date of Creation	Date of Modification	Date of Satisfaction	Amount	Address	Whether Charge registered by other entity
	XXXX			XXX		XXX		XXXX	
21	AB5930121	100137710	**EXCLUSIVE CAPITAL LIMITED**	20/11/2017	07/11/2023	**31/12/2024**	1,05,00,00,000	7/17 L.G.F, Near Hauz Khas Metro Station, Sarvpriya	No

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								Vihar, South West Delhi, New Delhi, India, 110016	

(emphasis supplied)

78. Significantly, defendant no. 1/Exclusive Capital has not challenged the MoS either in ECL Suit or before any other appropriate forum under the Companies Act. Therefore, this Court is of the view that until the MoS is set aside by a competent forum, the same having been issued by the statutory authority [ROC] pursuant to the provisions contained in Chapter VI of the Companies Act 2013, holds immense evidentiary value at the interlocutory stage, establishing a strong *prima facie* case that no encumbrance currently exists on the Subject Property.

79. Next, it is argued on behalf of the defendant no. 1/Exclusive Capital that the ICL Agreement dated 14.12.2022, upon which the assignment of the plaintiff's debt from defendant no. 1 to defendant no. 3/Clover Media was based, is a forged and fabricated document. Additionally, it is contended that the transaction was actually governed by an unregistered ICD Letter. However, these contentions of defendant no. 1 fail to pass the muster when tested in the light of material on record.

80. The relevant clauses of ICL Agreement pertaining to the conditions to be complied with the defendant no.1/borrower before the loan could be disbursed by the defendant no.3/Clover Media, have been set out below for ease of reference:

"**3. *CONDITIONS PRECEDENT***

3.1 *The Lender shall make the Disbursement of the Loan up to*

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the amount of INR 60,00,00,000 (Indian Rupees Sixty Crores only) upon satisfaction of the conditions precedent requirements under this Clause 3 and receipt of a request for Disbursement from the Borrower in the form and manner as may be acceptable to the Lender. No Disbursement shall be made until the Lender has notified the Borrower by a notification letter to have received, or waived its requirement to receive, the conditions precedent documents and evidence set out below in this Clause 3 in form and substance satisfactory to the Lender.

(a) The Original Agreement duly executed by the Borrower.

xxxx xxx xxx xxxx

***(h) All original documents will remain with the Lender**.*"

(emphasis supplied)

81. As can be seen from the above, it is a term of the ICL Agreement that the deposit of Original Agreement executed between the Borrower i.e. defendant no.1 and IBL, with the defendant no.3/Clover Media, is a condition precedent for disbursal of loan of Rs. 60 Crores that was agreed to be advanced under the ICL Agreement.

82. A perusal of the record reveals that defendant no.1's own correspondence with defendant no.3/Clover *via* emails; specifically, the emails dated 12.12.2023 and 13.12.2023, clearly acknowledge the deposit of the original Assignment Agreement dated 28.12.2022 executed between the IndusInd Bank and defendant no.1/Exclusive Capital, and other documents with defendant no.3. The relevant correspondence is set out herein below.

"Pavan Bansal

***From:** Pavan Bansal*
***Sent:** 08 December 2023 20:37*
***To:** 'satya@exclusivecapital.in'; 'achal@exclusivecapital.in'*
***Subject:** ICD - Exclusive Capital*
***Attachments:** Chq Copy Axis.pdf*

Dear Sir,

Signature Not Verified
Digitally Signed
By:DEEPAK SINGH
Signing Date:04.08.2026
20:52:35

Inter Corporate Deposit of Rs. 60cr and interest thereon is due for payment on 13th December, 2023. Please make sure to pay the principal and interest on 13th Dec., 2023 Wednesday. Bank details are as under:

Beneficiary Name – CLOVER MEDIA PRIVATE LIMITED
Beneficiary A/c No – 922020019189054
IFSC Code – UTIB0000173
Bank Name – Axis Bank Ltd – Nariman Point, MUMBAI
Attaching scanned copy of Cheque for your ready reference.

Regards,
P.K. BANSAL
Clover Media Pvt. Ltd.
82-Maker Chamber III,
Nariman Point,
MUMBAI-400021

From: *Pavan Bansal*
Sent: *22 November 2023 17:19*
To: *satya@exclusivecapital.in; achal@exclusivecapital.in*
Subject: *ICD - Exclusive Capital*

Dear Sir,
The Inter-Corporate Loan Agreement dated December 14, 2022*, entered between Clover Media Pvt Ltd and Exclusive Capital Limited, is maturing on December 13, 2023.*

We request you to please arrange for the repayment of the loan alongwith interest by December 13, 2023. Further, as per the Inter-Corporate Loan Agreement, ***please arrange for the PDCs*** *to be delivered to our office for the entire amount including interest accrued thereon.*
Regards,
P.K. BANSAL

Thanks & Regards
P.K. Bansal
Clover Media Pvt. Ltd.

From: *Pavan Bansal*
Sent: *13 December 2023 21:30*
To: *Achal <Achal@exclusivecapital.in>*
Cc: *Satya Exclusive Capital <satya@exclusivecapital.in>*
Subject: *Re: Exclusive - List of Documents*

Sir, we are sorry to inform you that we have not received payment of ICD of Rs.60cr which was due for payment on today dated 13th December, 2023 along with interest. It is event of default as per the ICD Agreement. Please let us know the date on which the payment will receive.
Regards
P.K. Bansal
Sent from my iPhone

On 13-Dec-2023, at 12:14 PM, Pavan Bansal <bansal.pavan@clovermedia.in> wrote:

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By:DEEPAK SINGH
Signing Date:04.08.2026
20:52:35

I have already shared you the scanned copy of the agreement in separate mail to you.
Regards
P.K. Bansal

From: Achal <Achal@exclusivecapital.in>
Sent: 13 December 2023 11:51
To: Pavan Bansal <bansal.pavan@clovermedia.in>
Cc: Satya Exclusive Capital <satya@exclusivecapital.in>
Subject: Re: Exclusive - List of Documents

Dear Mr Bansal,
Can you please also confirm of having original assignment agreement of the AHNL Loan, executed between IndusInd Bank and Exclusive Capital Ltd and that the same shall be handed over to us on payment of the ICD.

Also be kind enough to share the copy the said agreement.
Thanks, Achal

From: Pavan Bansal <bansal.pavan@clovermedia.in>
Sent: Tuesday, December 12, 2023 3:51 PM
To: Achal <Achal@exclusivecapital.in>

Cc: Satya Exclusive Capital <satya@exclusivecapital.in>
Subject: Re: Exclusive - List of Documents

As I had already communicated you that listed documents are with us, we will deliver you on receipt of the payment (principal and interest) and will need your confirmation of deposit of TDS deducted from interest amount.
Thanks
P.K. Bansal

From: Achal <Achal@exclusivecapital.in>
Sent: Tuesday, December 12, 2023 3:10:00 PM
To: Pavan Bansal <bansal.pavan@clovermedia.in>
Cc: Satya Exclusive Capital <satya@exclusivecapital.in>
Subject: Re: Exclusive - List of Documents

Dear Mr Bansal,

Please confirm that the documents as per table below, held as security as confirmed by you are in your custody in original / copy as stated against each item number and shall be immediately returned to us on payment of ICD along with interest.

[Document table – images embedded in original email, not reproduced here]
Regards, Achal

From: Pavan Bansal <bansal.pavan@clovermedia.in>
Sent: Sunday, December 10, 2023 6:17 PM
To: Achal<Achal@exclusivecapital.in>; Satya Exclusive Capital <satya@exclusivecapital.in>
Subject: RE: Exclusive - List of Documents

We are in possession of the documents listed in the attachment sent to you on 8th Dec., *2023*

Regards,
P.K . BANSAL

From: *Pavan Bansal*
Sent: *08 December 2023 13:09*
To: *achal@exclusivecapital.in*
Subject: *Exclusive - List of Documents*
Pavan Bansal

From: *Pavan Bansal*
Sent: *27 December 2023 20:03*
To: *Achal; Satya Exclusive Capital*
Subject: *Fwd: Exclusive - List of Documents*

Sir, I am sorry to remind you again that I have neither received any reply nor payment of principal amount of ICD nor payment of interest on ICD from date of disbursement to you. As we have explained you that there are our financial commitments, and we need the repayment of ICD with interest till date. We have requested to give us cheques of 31st Dec., 2023 towards repayment of principal and interest but sorry to inform you that we have not received any of the above.

It is our sincerely request to you to please pay us Principal and interest thereon immediately to avoid any action for recovery of the outstanding amount.

Your early and prompt action will be highly appreciated.
Thanks & Regards.
P.K. Bansal
Clover Media Pvt. Ltd.

From: *Pavan Bansal <bansal.pavan@clovermedia.in>*
Sent: *Friday, December 22, 2023 11:32 AM*
To: *Achal <Achal@exclusivecapital.in>*
Cc: *Satya Exclusive Capital <satya@exclusivecapital.in>*
Subject: *Re: Exclusive - List of Documents*

Sir,
Please refer to trailing mail, we have not yet received payment of ICD of Rs.60cr till date and interest thereon. We are not extending the tenure beyond 31st December, 2023, we have our financial commitments which already planned and getting delayed due to your non payment of principal and interest. As you have already defaulted the payment of principal and interest, please pay the principal and interest by 31st Dec., 2023. Due to default on payment, we reserve all our right available to us.

We request you to please send payment on or before 31st Dec., 2023

Thanks
P.K. Bansal
Clover Media Pvt. Ltd.

On 20-Dec-2023, at 10:46 AM, Pavan Bansal <bansal.pavan@clovermedia.in> wrote:

Sir,

Signature Not Verified
Digitally Signed
By:DEEPAK SINGH
Signing Date:04.08.2026
20:52:35

ICD given to Exclusive already matured but not yet paid us, also we have requested to please give us post-dated cheque of Principal and interest amount but sorry to inform you that we have not yet received post dated cheque till date. I request you to please give us post dated cheque, we will make arrange to collect from your office, once we received payment in my bank account, we will release original documents to you.

Once again, my humble request to you to please ***provide post dated cheque*** *of dated 31st Dec., 2023 as communicated me vide your email dated 13th Dec., 2023 at 11.11pm. Please advise your address and time to send my person to collect post dated cheque from your office.*

Pavan Bansal

From: *Pavan Bansal*
Sent: *30 December 2023 13:37*
To: *Achal*
Cc: *Satya Exclusive Capital*
Subject: *RE: Inter Corporate Deposit-Exclusive Capital*

Dear Achal,

Please refer to your email dated 28th Dec., 2023 and our earlier emails of various dates on this subject.

We acknowledge the receipt of interest payment on 28th Dec., 2023, now request you to please provide TDS Certificate at the earliest.

The ICD Agreement dated 14th Dec., 2022 was extendable by Mutual Consent, unfortunately, the initial period of 12 months have already lapsed on 13th Dec., 2023 and as mentioned to you in my earlier emails that we have some financial commitments, therefore we requested to repay the ICD amount on or before the due date of 13th Dec., 2023. Looking to our financial commitment, we are unable to grant your request for extending the tenure for further period of 6 months.

Our humble request to Repay the ICD Immediately.

This email is without prejudice and we reserve the right to pursue any remedies under applicable laws.

Thanks & Regards.
P.K. Bansal
Clover Media Pvt. Ltd.

From: *Achal <Achal@exclusivecapital.in>*
Sent: *28 December 2023 14:00*
To: *Pavan Bansal <bansal.pavan@clovermedia.in>*
Cc: *Satya Exclusive Capital <satya@exclusivecapital.in>*
Subject: *Re: Clover Media Private Ltd - Cancelled Cheque.pdf*

Dear Sir,
Thank you for your e-mail.

We refer to the ICD Agreement dated 14.12.2022 ("ICD Agreement"). In terms of the ICD Agreement, we have remitted the interest payable of Rs. 3,93,01,643/-, vide RTGS on

28/12/2023, vide UTR No. INDBR32023122800217567.

As you are aware, the tenure of the ICD, under the ICD Agreement, was extendable for an additional period of "6 Months or 12 Months by Mutual Consent". We would like to exercise the option to extend the tenure of the ICD, on the same terms, by an additional period of 6 months instead of 12.

Owing to the ongoing holiday season, we propose to meet and discuss the same on January 6, 2024, or any other date that may be convenient to you.

We look forward to your kind response.

Regards,
Achal Jindal

From: *Pavan Bansal <bansal.pavan@clovermedia.in>*
Sent: *Thursday, December 28, 2023 1:55 PM*
To: *Achal <Achal@exclusivecapital.in>*
Cc: *Satya Exclusive Capital <satya@exclusivecapital.in>*
Subject: *Clover Media Private Ltd - Cancelled Cheque.pdf*

Sent from my iPhone"

(emphasis supplied)

83. From the above mail trail, it is clear that the correspondence commenced with an email dated November 22, 2023 written by Mr. P.K. Bansal of Clover Media to Mr. Achal of defendant no. 1 explicitly reminding that the *"Inter-Corporate Loan Agreement dated December 14, 2022"* was maturing on December 13, 2023. The email specifically requested the repayment of the loan and asked for post-dated cheques to be delivered to their office. Notably, the deposit of cheques is a term of ICL Agreement and not of the ICD Letter.

84. Further, the emails exchanged on 12th and 13th December, 2023 confirms the deposit of original documents by the defendant no.1 with the defendant no.3/Clover Media in terms of the requirement of ICL Agreement. Incidentally, the ICD Letter does not mention any precondition for deposit of such documents.

85. A conjoint reading of the email correspondence and the relevant

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Clauses of the ICL Agreement makes it clear that by consciously depositing the original assignment documents with defendant no.3 in strict compliance with the "Conditions Precedent", and further acknowledging that the original assignment agreement was in defendant no.3's possession and would be handed bank only upon repayment of the loan, the defendant no.1 has duly acted as per the mechanism laid down in the ICL Agreement to secure the loan of Rs. 60 Crores.

86. After having availed the loan upon complying with the terms of the ICL Agreement, the defendant no.1 cannot claim that the ICL Agreement is a forged & fabricated document and has been executed by an unauthorized personnel. In the *prima facie* opinion of this Court, such a defence is an afterthought, put forth only to avoid liabilities and obligations that were contractually agreed upon under the ICL Agreement.

87. Furthermore, a comparative examination of the competing documents relied upon by the parties, brings out pertinent distinction. According to the plaintiff, the arrangement of assignment of debt by defendant no.1 in favour of defendant no.3 was formalized through the validly executed ICL Agreement. The Court finds that the said agreement is a bilateral instrument signed by both parties and acts as the foundation of the transaction as can be seen from the email correspondence between the parties.

88. In stark contrast, the document produced and relied upon by the defendant no. 1, viz. the ICD Letter is a unilateral document bearing no signature of defendant no. 3 / Clover Media, lacks any acceptance, and lacks any proof of delivery or communication. It also contains no provision for security and is entirely inconsistent with the actual transaction implemented by the parties; it merely professes to be a request for an inter-corporate

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deposit and makes no reference to the deposit of original documents which defendant no. 1 actually carried out.

89. Therefore, at this interlocutory stage this Court finds it difficult to place reliance on a unilateral ICD Letter over a bilateral ICL Agreement having binding force.

90. The contention of defendant no. 1 that the ICL Agreement was not acted upon and is forged, is further negated by the previous judicial orders placed on record. The Substitution Judgment dated 23.12.2024; the order of the Ld. CJM dated 16.05.2025; and the order of the Ld. ASJ dated 29.11.2025, have all recognized that defendant no. 1 acted in furtherance of the ICL Agreement, as delineated herein below:

i. In the Substitution Judgment dated 23.12.2024 passed by this Court in CS (COMM) No. 128/2022 titled as ***Asian Hotels North Ltd. vs Yes Bank Ltd & Ors.,*** CS (COMM) No. 128/2022, a suit filed by the plaintiff against the lenders, the defendant no.4/VSJ herein filed an application being IA No. 3178/2024 under Order 1 Rule 10 of Civil Procedure Code (CPC), 1908, seeking a substitution in place of defendant no.1/Exclusive Capital (defendant no.9 therein), on the ground that the plaintiff's debt was assigned to the defendant no.4/VSJ on the basis of the registered Assignment Agreement dated 02.02.2024 executed between defendant no.3/Clover Media and defendant no.4/VSJ. The Court before going into the issue, whether plaintiff's debt stands assigned to defendant no.4 or not, firstly adjudicated the issue whether plaintiff's debt was ever pledged to defendant no.3/Clover Media or not. The Court, while laying emphasis on the same email

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correspondence as enumerated in para 83 above and the relevant clauses of the ICL Agreement, upheld the validity of the ICL Agreement and substituted the applicant i.e. the defendant no.4/VSJ herein in place of defendant no.1/Exclusive Capital (defendant no.9 therein). Reproduced below are the relevant excerpts from the said judgement:

> *41. Now coming to the merits of the instant application, it is the case of the applicant that the AHNL debt as given to the Clover Media by the defendant no.9/non-applicant has been taken over by the applicant by virtue of the Assignment Agreement dated 2nd February, 2024.*
>
> ***42. Before delving into the said aspect, it is imperative for this Court to first examine if the AHNL debt was ever pledged with the Clover Media or not.***
>
> *43. In support of the above statement, Mr. Mehta, learned counsel for the applicant referred to the email dated 13th December, 2023 and the fact that the documents pertaining to the AHNL debt were handed over by the official of the defendant no.9/non-applicant.*
>
> *xxxx xxxx xxxx*
>
> ***45. Apart from the aforesaid communication acknowledging the receiving of AHNL debt, the contract between the defendant no.9/nonapplicant is also placed on record to show that the Clover Media was empowered to hand over the said debt to other party. The relevant clauses i.e. 3.3 and 17.4 of the ICL Agreement are of material use in this regard.***
>
> ***46. From the above said clauses, it is evident that the Clover Media was well within its right to further assign the said debt as the parties had agreed to provide such a right in favor of the Clover Media.***
>
> ***47. Now coming to the aspect of whether the ICL Agreement is legally valid or not.*** *In this regard, the*

learned senior counsel for the nonapplicant vehemently contended that the said ICL Agreement is sham and bogus as the same was done in collusion with the former employee of the non-applicant.

48. In this regard, the learned senior counsel has placed reliance upon the fact that the non-applicant had registered a complaint against the said employee as well as the Clover Media and the applicant herein.

49. It is also apposite to state that even though the learned senior counsel has alleged serious fraud on part of their employee and the applicant, <u>there is no material to prove that the said fraud has taken place.</u>

50. ***Furthermore, there has been no investigation with regard to the complaint made by the non-applicant, therefore, this Court is of the view that the said contention of the learned senior counsel does not hold any water as the said contention has not been substantiated with any evidence with regard to the same.***

51. In any case, even if the allegations leveled against the applicant and the Clover Media are found to be true, the same would amount to initiation of criminal proceedings, and would not be part of the instant suit in any manner.

52. <u>In the instant application, the limited question for adjudication is whether the applicant herein can be substituted in place of the defendant no.9 in view of the agreement entered between the nonapplicant/defendant no.9 with one Clover Media and a subsequent assignment agreement between the applicant and the Clover Media.</u>

53. ***To answer the above said question, it is imperative to test the validity of the said agreement as well as the validity of the claim made by the applicant herein.***

54. ***As reproduced earlier, the ICL Agreement was entered between the parties and Clauses 3 and 17.4 clearly grants right to the Clover Media to assign the said debt to the other parties.***

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55. In furtherance of the said agreement, the e-mail communication between the officials of the defendant no.9 and the Clover Media proves the bona fides of the ICL Agreement signed between both the parties.

56. Having examined the validity of the ICL Agreement and assignment of debt in favor of the Clover Media, the only question left for adjudication before this Court is whether the Assignment Agreement between the Clover Media and applicant herein meet the legal requirements or not.

57. In this regard, it is apposite to mention that the parties entered into the said Agreement on 2nd February, 2024 and the said document is a registered one.

58. Upon perusal, it is crystal clear that the Clover Media duly assigned the AHNL debt to the applicant herein and since it has already been established that the former had the right to do so, this Court does not find to take it otherwise and hold that the assignment of debt is unlawful.

xxxx xxxx xxxx

63. It is clear from the facts set out above that the defendant herein has acted upon the ICL Agreement by providing original documents to Clover Media. The defendant's Director namely Mr. Achal Jindal who has also filed reply to this application has also relied upon the terms of the ICL Agreement and referred to its existence in the e-mail correspondence between the parties.

64. Therefore, the objections, such as the absence of Board Resolution authorizing the institution of the ICL Agreement and allegations against its former employee are clearly an afterthought since the defendant and its Director had consciously accepted the ICL Agreement by acting in its terms by providing original documents to Clover Media and relied upon the ICL Agreement in the

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undisputed e-mail correspondence.

65. ***The mala fide nature of the above said contentions is also evident from the fact that the defendant never challenged the ICL Agreement or actions taken thereunder, in any proceedings, before any forum till date.”***

(emphasis supplied)

Subsequently, defendant no. 1’s appeal being FAO (OS) COMM no. 9/2025 against the aforesaid substitution judgment, and later an application seeking clarification, were both dismissed by the Division Bench *vide* orders dated 03.04.2025 and 26.05.2025, respectively.

ii. In the Complaint Case No. 662 of 2025 filed by the defendant no.1 along with an application under section 175(3) BNSS alleging that the ICL Agreement dated 14.12.2022 was forged and fabricated, the learned Chief Judicial Magistrate *vide* order dated 16.05.2025 returned the findings that the ICL Agreement is a valid agreement, therefore, police investigation or intervention is not warranted. Relevant Excerpts from the order dated 16.05.2025 in Complaint Case No. 662 of 2025 is reproduced below -

“13. After going through the complaint and annexed documents, the Court is of the opinion that it is not expedient to order investigation in the present matter in exercise of the judicial power under Section 175(3) BNSS. It has been revealed in the enquiry conducted by the investigating agency that Achal Jindal, Director of the complainant himself gave the stamp paper and company seal. Further, agreement dated 14.12.2022 was within the knowledge of Achal Jindal as could be gathered from the various emails. The document dated 14.12.2022 has been held to be a valid agreement by the

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Hon'ble High Court of Delhi in IA No. 3178/2024 in Suit bearing No. CS (Comm) 128/2022 in order dated 23.12.2024. There is nothing in the case necessitating police investigation or intervention. *This Court does not deem fit to involve police machinery in this case.*

14. <u>The Court is of the considered view that all the facts and circumstances are well within the knowledge of the complainant</u>. The identity of the accused persons are also well established. Evidence is essentially within the possession and reach of the complainant. Since the complainant very well knows the accused person and has named the accused person in its complaint, there is further nothing in the case necessitating police investigation or intervention. Moreover, if needed an enquiry under Section 202 Cr.P.C. can be directed at the appropriate stage."

(emphasis supplied)

iii. The aforesaid order dated 16.05.2025 of the learned Chief Judicial Magistrate was assailed by the defendant no.1 by filing Criminal Revision Petition no. 303 of 2025, but the same was also dismissed by the Ld. Additional Sessions Judge *vide* order dated 29.11.2025, relevant excerpts of which are reproduced below:

"33. In view of the foregoing discussion, no case is made out for directing a police investigation under Section 156(3) CrPC / Section 175(3) BNSS 2023. The allegations, being primarily contractual, do not necessitate police intervention, and the statutory mandate of Section 202 CrPC / Section 225 BNSS already provides an adequate mechanism for verification of facts. The prayer for police investigation is, accordingly, rejected. For all these reasons, ***I find no illegality, irregularity, or impropriety in the impugned order passed by the learned Chief Judicial Magistrate. The revision petition is, therefore, dismissed****.*

(emphasis supplied)

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91. While defendant no. 1 is correct in asserting that the aforesaid judicial orders, do not constitute a final civil adjudication on the contested issue of forgery, they still hold persuasive value for the purpose of assessing a *prima facie* case at the interim stage. The consistent findings across three distinct judicial forums, uniformly recognizing that defendant no. 1 acted in furtherance of the ICL Agreement, severely dilute the defendant's stand in doubting the authenticity and validity of this ICL Agreement. In any case, this Court has also independently found, *albeit prima facie*, that ICL Agreement appears to be valid and authentic document which was acted upon by the defendant no.1.

92. Therefore, while the ultimate determination of whether the ICL Agreement is forged or not remains a triable issue requiring the leading of evidence, this Court, at this interim stage, finds the overwhelming material on record as sufficient to *prima facie* hold the bilateral ICL Agreement to be valid and genuine, and no reliance can be placed on unilateral ICD Letter.

93. As a result of above finding, the Court is further of the view that since defendant no.1 defaulted on the repayment under the ICL Agreement, having failed to repay the principal loan amount upon its maturity on 13.12.2023 and only remitted a belated interest component of approximately Rs. 3.93 Crores, an Event of Default occurred in terms of Clause 11.1 of the ICL Agreement. Following this, the defendant no. 3 rightly exercised its contractual right, as per Clause 3.3 read with Clause 17.4 of the ICL Agreement, set out herein below, to assign the debt and all related entitlements in favour defendant no. 4/VSJ by executing the Assignment Agreement dated 01.02.2024:

> *"3.3 <u>The lender may at its discretion</u>, at any point of time during*

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> *the period of the loan,* ***sell or assign the loan of AHNL, to any appropriate person or entity to recover its dues****, as per applicable laws.*
>
> *xxx xxxx xxxx xxx*
>
> *17.4 The Borrower shall not be entitled to assign or transfer all or any of its rights, benefits and obligations hereunder****. The Lender may at any time assign or transfer the Loan to any other non-banking financial company*** *pursuant to adjusting the Loan amount received from the Borrower*."
>
> (emphasis supplied)

94. The plaintiff thereafter, entered into a One Time Settlement with defendant no.4/VSJ on 31.12.2024, and paid a sum of Rs. 70 Crores to discharge the debt.

95. The above discharge of debt culminated into the ROC issuing a Memorandum of Satisfaction of Charge on 17.04.2025. This statutory document of ROC, as noted above, remains un-assailed by the defendant no.1 till date. Therefore, *prima facie*, the charge over the Subject Property stands extinguished, and the defendant no.1 has no subsisting and enforceable right to hold on to the title deeds of the said property *qua* the plaintiff's debt which was lawfully assigned by defendant no.1 to defendant no.3/Clover Media, who turn assigned to defendant no.4/VSJ, and was finally paid and discharged by the plaintiff on 31.12.2024 under the One Time Settlement with defendant no.4/VSJ, after its substitution was allowed vide Substitution Judgment dated 23.12.2024.

96. The argument of defendant no.1 that the charge in favour of defendant no. 3 was not registered under Section 77 of the Companies Act, 2013, is also devoid of merit. As per sub-section (1) of Section 77, it is the obligation of the company creating a charge to get it registered, therefore, the

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responsibility lay upon defendant no.1 to do the needful. The defendant no.1 cannot be permitted to take advantage of its own wrong. That apart, the charge that is not duly registered in terms of Section 77(1) does not bind the liquidator or other creditors as provided under sub-section (2). Sub-section (4) of Section 77, however, provides that non-registration shall not prejudice any contract or obligation for the repayment of the money secured by such unregistered charge, or in other words, the company creating such unregistered charge shall not be absolved of its underlying contractual obligation for the payment of money secured by the charge. Hence, defendant no.1, having failed in its statutory duty to register the charge, cannot now use its own default as a legal shield to assert that the ICL Agreement and the underlying debt are void.

97. Now coming to the aspect that granting interim relief under the present application would amount to decreeing the suit prematurely. Notably, the present application merely seeks the release of the documents by fully securing the interest of the defendant no.1 by furnishing full cash security in lieu thereof; whereas the final relief claimed in the suit is the unconditional release of the documents, which issue would still remain pending for adjudication. Therefore, this Court is of the view that granting the relief as prayed in the applicating would not amount to decreeing the suit.

98. Under certain circumstances the court may grant an interim relief though it amounts to granting the final relief itself. The law in this regard is well settled that where very strong *prima facie* case is shown to exist, besides the balance of convenience and irreparable injury forcefully tilting the balance of the case totally in favour of the applicant, such a relief can be

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granted. The court would grant such an interim relief only if satisfied that withholding of it would prick the conscience of the court and do violence to the sense of justice, resulting in injustice being perpetuated throughout the hearing, and at the end the court would not be able to vindicate the cause of justice. Reference in this regard may be had to the Supreme Court's decision in ***Deoraj V. State Of Maharashtra And Others., (2004) 4 SCC 697***, held :

> *"**12. Situations emerge where the granting of an interim relief would tantamount to granting the final relief itself.** And then there may be converse cases where withholding of an interim relief would tantamount to dismissal of the main petition itself; for, by the time the main matter comes up for hearing there would be nothing left to be allowed as relief to the petitioner though all the findings may be in his favour. **In such cases the availability of a very strong prima facie case — of a standard much higher than just prima facie case, the considerations of balance of convenience and irreparable injury forcefully tilting the balance of the case totally in favour of the applicant may persuade the court to grant an interim relief though it amounts to granting the final relief itself. Of course, such would be rare and exceptional cases.** The court would grant such an interim relief only if satisfied that withholding of it would prick the conscience of the court and do violence to the sense of justice, resulting in injustice being perpetuated throughout the hearing, and at the end the court would not be able to vindicate the cause of justice. **Obviously such would be rare cases accompanied by compelling circumstances, where the injury complained of is immediate and pressing and would cause extreme hardship. The conduct of the parties shall also have to be seen and the court may put the parties on such terms as may be prudent**."*
>
> *(emphasis supplied)*

99. Likewise, in ***Dorab Cawasji Warden v. Coomi Sorab Warden And Others., (1990) 2 SCC 17***, the Apex Court had laid down the following guiding principles for granting interlocutory mandatory injunctions***:***

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__16.__ The relief of interlocutory mandatory injunctions are thus granted generally to preserve or restore the status quo of the last non-contested status which preceded the pending controversy until the final hearing when full relief may be granted or to compel the undoing of those acts that have been illegally done or the restoration of that which was wrongfully taken from the party complaining. But since the granting of such an injunction to a party who fails or would fail to establish his right at the trial may cause great injustice or irreparable harm to the party against whom it was granted or alternatively not granting of it to a party who succeeds or would succeed may equally cause great injustice or irreparable harm, courts have evolved certain guidelines. Generally stated these guidelines are:

> ***(1) The plaintiff has a strong case for trial. That is, it shall be of a higher standard than a prima facie case that is normally required for a prohibitory injunction.***
>
> ***(2) It is necessary to prevent irreparable or serious injury which normally cannot be compensated in terms of money.***
>
> ***(3) The balance of convenience is in favour of the one seeking such relief.***

__17.__ Being essentially an equitable relief the grant or refusal of an interlocutory mandatory injunction shall ultimately rest in the sound judicial discretion of the court to be exercised in the light of the facts and circumstances in each case. Though the above guidelines are neither exhaustive nor complete or absolute rules, and there may be exceptional circumstances needing action, applying them as prerequisite for the grant or refusal of such injunctions would be a sound exercise of a judicial discretion."

(emphasis supplied)

100. Guided by the law as aforesaid and, in a pursuit to deal with submission of the defendant no.1, this Court notes the plaintiff has demonstrably met the higher threshold of a strong *prima facie* case. The complete extinguishment of the plaintiff's debt is not a mere contractual assertion but a legally concluded fact backed by the One Time Settlement

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(OTS) dated 31.12.2024, the No-Dues Certificate, and crucially, the statutory Memorandum of Satisfaction of Charge (MoS) issued by the Registrar of Companies on 17.04.2025. The fact that defendant no. 1 has not challenged this MoS before any appropriate forum grants it immense probative value, which cannot be ignored. Furthermore, defendant no. 1's primary defence, that the ICL Agreement is a forged and fabricated document, stands heavily diluted by its own contemporaneous email correspondence from November and December 2023, which suggests that the "Conditions Precedent" as mentioned in the said agreement were duly acted upon. This position is further fortified by the findings in the Substitution Judgment dated 23.12.2024, as also the concurrent findings of the Ld. CJM and Ld. ASJ. Defendant no. 1's failure to register the charge under Section 77 of the Companies Act also cannot be weaponized to its advantage. Clearly, the plaintiff has established a very strong *prima facie* case.

101. The plaintiff has availed a fresh debt of Rs. 300 Crores through the issuance of Non-Convertible Debentures (NCDs) on 30.01.2026, and the Debenture Trustee has issued a notice on 07.05.2026 mandating the immediate deposit of the subject title deeds/security documents. Failure to do so could trigger an event of default, severely jeopardizing the plaintiff's business operations. The continuous withholding of the title deeds thus, directly imperils the existing debt facilities, as well as the plaintiff's ability to avail credit facilities in future in the absence of such title deeds, which is likely to paralyze the daily operations of the plaintiff as a business entity.

102. Thus, the injury complained of is immediate and pressing and would cause extreme hardship and irreparable loss to the plaintiff, if the interim

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relief as prayed is not granted. On the other hand, the defendant no. 1's claim is purely monetary in nature, which is entirely compensable should it succeed in the trial. The balance of convenience is therefore, also in favour of the plaintiff.

103. The Subject Property is statedly valued at approximately Rs. 1000 Crores, whereas defendant no. 1's crystallized claim stands at roughly Rs. 159.66 Crores. By directing the deposit of the entire disputed claim of Rs. 1,59,66,05,228/- in this Court, as volunteered by the plaintiff in the prayer of the present application, the monetary interests of defendant no. 1 can be fairly safeguarded.

104. Now adverting to the decisions relied upon by the defendant no.1, the Court finds that they do not advance its case. Mr. Yadav, learned Senior Counsel for defendant no. 1, heavily relied on the judgment in ***United India Insurance*** (supra), to argue that fraud vitiates all solemn acts. While this legal principle is unassailable, but the same is not applicable to the facts of the present case. A highly disputed allegation of forgery, which directly contradicts the defendant no.1's own actions and correspondences, cannot be equated with the uncontroverted fraud dealt with in ***United India Insurance*** (Supra). As observed above, the question of fraud in the instant case is strictly a matter of trial and cannot, at this interim stage, override the overwhelming documentary evidence of ICL Agreement having been acted upon by the defendant no.1; the debt having been completely discharged and the encumbrance being statutorily satisfied through the ROC's Memorandum of Satisfaction.

105. Likewise, reliance placed by the defendant no. 1 on the decision in ***Narvir Singh*** (supra), to contend that an unregistered mortgage by deposit

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of title deeds is invalid, is misplaced. In the said decision, the Supreme Court explicitly clarified that a mortgage by deposit of title deeds does not require any registered instrument, and a document that merely records the deposit of title deeds as evidence needs no registration under Section 17(1)(c) of the Registration Act. In the present case as well, there is no instrument of mortgage. The ICL Agreement only speaks of deposit of Original Assignment Agreement and is not an instrument of mortgage which would require registration. The ICD Letter relied upon by the defendant no.1 does not speak of any deposit of documents at all. Thus, the defendant no. 1 cannot invoke the said decision.

106. Similarly, the decision in ***Ramakant Ambalal Choksi*** (supra), relied upon by the defendant no.1 to argue that the doctrine of *lis pendens* under Section 52 of the Transfer of Property Act mandates the preservation of the subject matter of the suit, and that the Court should injunct the creation of any *pendente lite* third-party rights or encumbrances, does not advance its case. In the said decision, the underlying dispute was fundamentally a title dispute among family members concerning the cancellation of a registered sale deed and the actual ownership and possession of the property itself, accordingly, in the factual context of the said case, the Supreme Court observed that in suits involving property title or specific performance, the doctrine of *lis pendens* may not afford sufficient interim protection to the plaintiff. The Court reasoned that if a *pendente lite* purchaser were to acquire the property and spend huge sums on its improvement, equity might intervene and limit the original plaintiff's relief to mere damages rather than the return of the specific property, therefore, preserving the physical *status quo* of the property by restricting further transfers was deemed necessary to

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protect the plaintiff's ultimate right to the property. However, the claim of defendant no. 1 is purely in monetary terms, i.e., the recovery of an alleged outstanding loan of Rs. 1,59,66,05,228/-. The defendant no. 1 claims no proprietary, possessory, or ownership interest in the Subject Property. The 'subject matter' here are title deeds deposited merely as a collateral security against the credit facility availed by the plaintiff. Since, the plaintiff has offered to deposit the entire crystallized claim of Rs. 1,59,66,05,228/- in Court as liquid cash security, the collateral is effectively substituted, and the core monetary claim of the defendant no. 1 is completely and fairly secured. Therefore, releasing the title deeds, which are urgently required by the plaintiff, does not prejudice defendant no. 1, nor does it fall foul of the equitable principles laid down in ***Ramakant Ambalal Choksi*** (supra).

107. Finally, it was argued by defendant no. 1 that since the One Time Settlement is being examined by the Hon'ble Supreme Court in SLP(C) No. 1659 of 2026 wherein notice has been issued, this Court cannot pass any interim order. This contention is fundamentally flawed as a careful perusal of the judgment dated 03.11.2025 in W.P.(C) 4123/2025, from which the said SLP arises, reveals that the proceedings before the Supreme Court are factually distinct and completely unrelated to the present dispute. The said writ petition was a Public Interest Litigation (PIL) instituted by 'Infrastructure Watchdog', alleging corruption and undervaluation of the hotel property in the OTS deals executed specifically between the plaintiff and two public sector banks, namely the Bank of Maharashtra (BOM) and Punjab National Bank (PNB), which was dismissed *in limine* by the Division Bench. Furthermore, there is no order staying the proceedings of the present suit or disposal of present interim relief application, therefore,

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there is nothing that interdict this Court from passing interim orders to balance the equities.

108. In given circumstances, the application is allowed, and following order is passed:

i. The defendant no. 2/DBS Bank India Ltd. is directed to release and physically hand over the original title deeds and other security documents of the Subject Property i.e. Hyatt Regency, Bhikaji Cama Place, New Delhi to the plaintiff.

ii. The above direction is subject to the plaintiff depositing the entire crystallized claim amount of Rs. 1,59,66,05,228/- (Rupees One Hundred Fifty-Nine Crores, Sixty-Six Lakhs, Five Thousand, Two Hundred and Twenty-Eight only) as demanded by the defendant no.1 *vide* its demand notice dated 17.04.2025, with the worthy Registrar General of this Court, within a period of four weeks from the date of this order.

iii. The above amount when deposited by the plaintiff, shall be kept in an interest-bearing Fixed Deposit Receipt (FDR) with a nationalized bank, on an auto renewal mode, and the release of the said amount shall abide by the final outcome of the present suit.

iv. The defendant no.2/DBS Bank India Ltd. shall comply with the direction at serial no. (i) above within one week from the date of furnishing of proof of deposit by plaintiff in terms of direction at serial no. (ii) above.

109. It is clarified that the observations made herein are purely *prima facie* in nature for the purpose of adjudicating the present application under Order

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XXXIX Rules 1 and 2 CPC and shall not have any bearing on the final adjudication of the suit on merits.

110. The application is disposed of.

<u>I.A. 31761/2025 (under Order XXXIX Rules 1 and 2 r/w Section 151 CPC filed by plaintiff seeking *ex-parte ad-interim* injunction against the defendants with affidavit) in CS(COMM) 1360/2025</u>

111. The present suit is between the same parties as in CS (COMM) 376/2026 having been filed by the plaintiff herein (Exclusive Capital Limited) [hereinafter, also referred to as Exclusive Capital], the only additional party being Mr. Harvinder Singh, an employee of the plaintiff, who has also been arrayed as a defendant. The prayer in the suit is as under:

> *"a. Pass an ad-interim injunction in favour of the Plaintiff and against the Defendants, thereby restraining the Defendants from further misusing and relying upon the purported Inter-Corporate Loan Agreement and VSJ Assignment Agreement;*
>
> *b. Pass an ad-interim injunction in favour of the Plaintiff and against the Defendant No.5 thereby restraining Defendant No. 5 from releasing the security documents during the pendency of the present civil suit; and/or*
>
> *c. Pass an ad-interim injunction in favour of the Plaintiff and against the Defendant No.4, thereby restraining Defendant No.4 from creating further charge/encumbrance/lien on its assets, that the Plaintiff holds a first pari passu charge over, without the consent of the Plaintiff."*

112. By way of present application filed under Order XXXIX Rules 1 & 2 of the Code of Civil Procedure, 1908, the plaintiff/Exclusive Capital seeks an ad-interim injunction against the defendants herein namely, defendant no.1 [Clover Media] and defendant no.2 [VSJ Investments] [arrayed as defendant no. 3 and defendant no.4, respectively in CS (COMM) 376/2026], thereby restraining them from further misusing and relying upon the

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purported Inter-Corporate Loan Agreement dated 14.12.2022 and the VSJ Assignment Agreement dated 01.02.2024.

113. Furthermore, the plaintiff prays for an *ad-interim* injunction against defendant no. 5/DBS Bank India Ltd. [arrayed as defendant no. 2 in CS (COMM) 376/2026], thereby restraining defendant no. 5 from releasing the security documents during the pendency of the present civil suit. The plaintiff seeks an *ad-interim* injunction against defendant no. 4/Asian Hotels North Limited [arrayed as plaintiff in CS (COMM) 376/2026], thereby restraining defendant no. 4 from creating any further charge, encumbrance, or lien on its assets, over which the plaintiff/Exclusive Capital claims to hold a first *pari passu* charge, without the consent of the plaintiff.

114. A coordinate bench of this Court on 07.01.2026, while issuing notice to various defendants, passed an *ad-interim* order directing the defendant no. 5/DBS Bank India Ltd., to hold the title deeds of the subject property till the next date of hearing. The order dated 07.01.2026 is set out herein below:

> *"1. Issue notice.*
>
> *2. Mr. Annirudh Sharma, learned counsel accepts notice on behalf of defendant no. 1. Ms. Devika, learned counsel accepts notice on behalf of defendant no. 2. Mr. Sidhant Kumar, learned counsel accepts notice on behalf of defendant no. 4. Mr. Chetan Roy, learned counsel accepts notice on behalf of defendant no. 5.*
>
> *3. Issue notice to defendant no. 3.*
>
> *4. Considering that there are two verticals of the loan and as per the defendants the loan has been repaid by the original borrower, the issue surviving is as to who shall get back the title deeds of the property in question which at present are being held by defendant no. 5.*

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5. Learned counsel for defendant no. 5 submits that litigation is being instituted against it by the original borrower the assignee of the loan given by DBS Bank, Singapore and that without receiving any consideration the title deeds are being held as a trustee of DBS Bank, Singapore and IndusInd Bank.

6. ***Till the next date defendant no. 5 shall hold the title deeds as an interim measure.***

7. Put up on 06.04.2026."

(emphasis supplied)

115. Aggrieved by the above *ad-interim* direction, defendant no. 4/AHNL preferred an appeal before the Division Bench being FAO(OS) (COMM) 31/2026, mainly on the ground that no reasons have been furnished by the learned Single Judge while passing the interim directions. However, *vide* judgment dated 16.03.2026, the Division Bench dismissed the appeal observing that since the title deeds were in any case lying with defendant no. 5, the situation would have remained the same even if the *ad-interim* injunction was not granted. The Division Bench further held that the learned Single Judge had merely passed a temporary measure and that solely for the want of detailed reasons prior to the final decision on the stay application, the ad-interim order could not be set aside unless it shocked the conscience of the Appellate Court. It was also clarified that its observations were purely incidental and not binding on the learned Single Judge, and relegated the parties to contest the pending Order XXXIX Rules 1 and 2 application on the basis of pleadings and rival contentions.

116. The arguments advanced by the parties in the I.A 9591/2026 in CS (COMM) 376/2026 were adopted in the present application as the core controversy in the present application and the cross-application [I.A.

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9591/2026 in CS (COMM) 376/2026] is inextricably linked. Both applications revolve around the exact same transactional matrix, namely, the execution of the ICL Agreement dated 14.12.2022, the subsequent assignment of the AHNL's debt to VSJ Investments, the One Time Settlement (OTS) entered into by AHNL and VSJ/Investments, and the ultimate legal right over the custody of the security documents held by defendant no. 5/DBS Bank India Ltd., therefore, the present application can be decided on the bedrock of the comprehensive *prima facie* findings already recorded in the preceding paragraphs while deciding I.A. 9591/2026 in CS (COMM) 376/2026.

117. As extensively evaluated above, this Court on the basis of material on record has already come to the conclusion that AHNL has established a very strong prima facie case; the interim relief is necessary to prevent irreparable or serious prejudice to AHNL; and the balance of convenience is also in favour of the AHNL.

118. The fundamental premise of the plaintiff's present application is the apprehension of losing its security against its alleged monetary claim of Rs. 1,59,66,05,228/-. However, as this Court has already directed defendant no.4/AHNL to deposit the entire crystallized claim amount of Rs. 1,59,66,05,228/-, which is yet to be adjudicated, in the Registry of this Court, therefore, the plaintiff's financial interest is absolutely and fairly secured.

119. Once the underlying disputed debt is fully secured by deposit of liquid cash security, it would be iniquitous and entirely contrary to the balance of convenience and would also inflict disproportionate and irreparable commercial harm on defendant no. 4, if the reliefs as prayed in

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the present application are granted restraining the release of physical title deeds to defendant no.4/AHNL, or restraining the defendant no.4 from creating further encumbrances for its operational working capital needs.

120. Therefore, in view of the detailed findings recorded and the equitable substitution of security directed in the form of cash deposit in the Registry of this Court while allowing I.A. 9591/2026 in CS (COMM) 376/2026, this Court does not find any ground to grant the relief as prayed.

121. Accordingly, the present application is disposed of in terms of the findings and final directions passed in I.A. 9591/2026 in CS (COMM) 376/2026, and the *ad-interim* order dated 07.01.2026 is hereby vacated.

VIKAS MAHAJAN, J

AUGUST 03, 2026
jg/aj/nsa

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