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

% *Date of decision: 19th December, 2025*

+ CS(COMM) 12/2023 with I.A. 501/2023, I.A. 504/2023, I.A. 505/2023, I.A. 506/2023, I.A. 3223/2023 & I.A. 29094/2025

FORTIS HEALTHCARE LIMITEDPlaintiff
Through: Mr. H.S. Chandhoke & Mr. Saleem
Hasan Ansari, Advocates.

versus

BALAJI GREAT LOTUS GLORY & ORS.Defendants
Through:

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

AMIT BANSAL, J. (Oral)

CS(COMM) 12/2023 and I.A. 29094/2025 (under Order XIII-A of the Code of Civil Procedure, 1908)

1. The present suit has been filed *inter alia* seeking the following reliefs:
 - (a) declaration that the Term Sheet dated 6th December 2017 (hereinafter '**Term Sheet**') and Side Letters dated 6th December 2017 (hereinafter '**Side Letters**') are *non-est* and void;
 - (b) declaration that any assignment of rights and obligations under the Master Settlement Agreement dated 26th September 2020 (hereinafter '**Master Settlement Agreement**') including those in relation to the Term Sheet and Side Letters is *non-est* and void; and



(c) perpetual injunction restraining the defendants from acting upon the purported assignment of rights and obligations under the aforesaid Master Settlement Agreement in relation to the plaintiff or the Term Sheet or Side Letters.

CASE SET UP BY THE PLAINTIFF

2. The plaintiff is a listed public company engaged in the business of health delivery services. The defendants no.1 to 9 are various trusts/companies, details of which are given in paragraphs 3 to 11 of the plaint. The defendant no.10 is John Doe.

3. The defendants no.3, 4, 6, 8 and 9 are group companies having common directors and/ or registered office.

4. Around August-September 2017, the defendant no.2 sought to invest in the plaintiff for acquisition of one RHT Health Trust pursuant to which, a non-binding Term Sheet dated 26th September 2017 (hereinafter '**NBTS**') was executed between the plaintiff and the defendant no.2. The NBTS lapsed by efflux of time.

5. Between 3rd December 2017 and 6th December 2017, the representative of the plaintiff and the defendant no.2 prepared a draft Term Sheet. However, the said draft Term Sheet was not executed on behalf of the plaintiff.

6. The plaintiff, on 16th May 2018, received an email from counsel for the defendant no.2 containing an attachment of the draft Term Sheet, which did not bear the signature of Mr. Bhavdeep Singh, the erstwhile CEO of the plaintiff.

7. The defendant no.4, in February 2018, filed a civil suit bearing no. CS-DJ-171 of 2018 titled ***Participation Finance & Holding (India) Pvt.***



Ltd. v. RHC Holding Pvt. Ltd. & Ors. before the District Court, Patiala House, New Delhi seeking declaratory reliefs against the plaintiff and certain other defendants. In the said suit, on 4th July 2018, the defendant no.2, through the defendant no.3, moved an application for impleadment along with a copy of the Term Sheet, which did not bear the signature of Mr. Bhavdeep Singh. The said suit was dismissed for non-prosecution *vide* order dated 24th November 2023.

8. The Term Sheet with the fabricated signature of Mr. Bhavdeep Singh was brought to the knowledge of the plaintiff for the first time when the defendant no.2 filed a complaint dated 3rd October 2018 against the plaintiff with Securities Exchange Board of India, National Stock Exchange and Bombay Stock Exchange.

9. In May 2019, the defendant no.2, on the basis of the Term Sheet and the Side Letters, filed a petition under Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter '*Arbitration Act*'), being O.M.P.(I)COMM 170/2019, *inter alia* seeking a security of Rs. 490 crores from the plaintiff. In the said petition, the affidavit dated 24th July 2019 of Mr. Prabhat Kumar and affidavit dated 30th October 2019 of Mr. Bhavdeep Singh were filed stating that the Term Sheet was never signed by Mr. Bhavdeep Singh on behalf of the plaintiff.

10. Later, the said petition was withdrawn by the defendant no.2 with liberty to the plaintiff to move an application under Section 340 of the Code of Criminal Procedure, 1973 to initiate criminal proceedings against the officials of the defendants no.2 for filing forged and fabricated documents and a falsely sworn affidavit in support of the petition.



11. The defendants also initiated other legal proceedings against the plaintiff, which were subsequently dismissed or withdrawn by them.

12. On 11th November 2022, the plaintiff received a courier enclosing a copy of an order dated 17th October 2022 passed by the Arbitrator under Section 17 of the Arbitration Act along with a copy of the Master Service Agreement by way of which, the defendants no.2 to 9 had purportedly assigned their alleged rights in favour of the defendant no.1.

13. As per the said order dated 17th October 2022, the disputes between the parties arose out of the Master Settlement Agreement. The said order categorizes the plaintiff into Category I Non Cause of Action Defendants (hereinafter '*NCADs*') without any basis and a gravely prejudicial interim order was passed against the Category I NCADs, which included the plaintiff, to provide a security of 1800 crores.

14. Later, on an application moved by the respondents, the said order dated 17th October 2022 was terminated by the Arbitral Tribunal *vide* order dated 11th January 2023.

15. Hence, the present suit was instituted on behalf of the plaintiff in January 2023.

PROCEEDINGS IN THE SUIT

16. Summons in the suit and notice in the application for interim injunction were issued to the defendants on 13th January 2023. Counsel for the defendants no.4 and 8 appeared on advance service and accepted summons.

17. On 24th January 2023, the present suit was tagged with an earlier suit being CS(COMM) 924/2022 instituted by one M/s Religare Finvest Limited (hereinafter '*Religare*') seeking similar reliefs.



18. On 12th May 2023, the parties were directed to maintain *status quo* till the next date of hearing.

19. It was recorded in the order dated 25th August 2025 that the remaining defendants have been served. On the same date, the right of the defendants no.1, 3, 4, 6, 7 and 9 to file written statement was closed.

20. An application, being I.A. 29094/2025, under Order XIII-A and Order VIII Rule 10 of the Code of Civil procedure, 1908 (hereinafter '*CPC*') seeking a summary judgment against the defendants has been filed on behalf of the plaintiff.

21. Since the defendants were not being represented for several dates nor any written statement was filed on their behalf, all the defendants were proceeded against *ex-parte* on 21st November 2025. Accordingly, there is no requirement to issue notice in the present application. Arguments were heard in the application for summary judgment on the aforesaid date.

SUBMISSIONS ON BEHALF OF THE PLAINTIFF

22. Mr. H.S. Chandhoke, counsel for the plaintiff, has made the following submissions in support of the present application:

22.1. The defendants failed to file their written statement within the prescribed time. Therefore, the averments made by the plaintiff in the plaint remain unrefuted.

22.2. None has been appearing on behalf of the defendants 1, 4 and 8 since April 2024. The remaining defendants did not enter appearance in the suit.

22.3. The defendant no.4, in its short reply to I.A. 501/2023, has made categorical admissions including the fact that the plaintiff is not a party to, or is concerned with, the Master Settlement Agreement.



22.4. The defendants no.2 to 9 could not have assigned any rights in favour of the defendant no.1.Thus, the defendants have no right against the plaintiff and their claims are based on forged documents.

ANALYSIS AND FINDINGS

23. I have heard counsel for the plaintiff and perused the material on record.

24. The plaint has been duly verified and is also supported by the affidavit of the authorized signatory of the plaintiff. In view of the fact that no written statement has been filed on behalf of the defendants, all the averments made against them in the plaint are deemed to have been admitted. Further, since no affidavit of admission/ denial has been filed on behalf of the defendants in respect of the documents filed with the plaint, the same are deemed to have been admitted in terms of Rule 3 of Chapter VII of the Delhi High Court (Original Side) Rules, 2018.

25. Therefore, I am of the opinion that no purpose would be served by directing the plaintiff to lead *ex-parte* evidence by filing an affidavit of examination-in-chief.

26. The plaintiff has placed on record the following documents to show that the plaintiff did not execute the Term Sheet:

- a. affidavit dated 24th July 2019 of Mr. Prabhat Kumar, the plaintiff's authorized representative, along with a letter dated 22nd July 2019 of Mr. Bhavdeep Singh, the erstwhile CEO of the plaintiff and the alleged signatory of the Term Sheet (*pages 385-390 of the documents filed with the plaint*)
- b. affidavit dated 30th October 2019 of Mr. Bhavdeep Singh (*pages 400-404 of the documents filed with the plaint*)



- c. reply of Georg Ehrmann and Dr. Ulrich Wandschneider on behalf of the defendant no.2 to CRL. M.A. 11201/2020 in O.M.P.(I)C(COMM.) 170/2019 (*pages 405-430 of the documents filed with the plaint*).
- d. email dated 16th May 2018 from counsel for the defendant no.2 containing an attachment of the Term Sheet, which also does not bear the signature of Mr. Bhavdeep Singh, the erstwhile CEO of the plaintiff (*pages 376-384 of the documents filed with the plaint*)
- e. copy of the Term Sheet filed by the defendant no.2, through the defendant no.3, along with an application for impleadment in a civil suit bearing no. CS-DJ-171 of 2018 titled ***Participation Finance & Holding (India) Pvt. Ltd. v. RHC Holding Pvt. Ltd. & Ors.*** pending before District Court, Patiala House, New Delhi (*pages 458-537 of the documents filed with the plaint*).
27. Mr. Bhavdeep Singh has affirmed in his letter dated 22nd July 2019 and affidavit dated 30th October 2019 that he did not sign the Term Sheet.
28. In the reply to CRL. M.A. 11201/2019 in O.M.P.(I)COMM 170/2019, Georg Ehrmann and Dr. Ulrich Wandschneider (non-applicants no.1 and 2) have admitted that the Term Sheet was not signed by the plaintiff to the best of their knowledge. The relevant extract from the aforesaid reply is set out below:

*“6. During this visit to India the answering Non – Applicants negotiated a term sheet dated 06.12.2021 (Term Sheet) with the lawyers of the Fortis group, the Singh brothers, representatives of Walmark. **However, to the knowledge of the answering Non – Applicants the Term Sheet was never signed by M/s Fortis Healthcare Limited. For this reason, the negotiations never culminated into any business deal or contractual commitment whatsoever because the Term Sheet never entered into force.**”*

[emphasis supplied]



29. Attention of the Court has been brought to the fact that Religare, one of the Category II NCADs, has also challenged the Master Settlement Agreement by instituting a suit bearing no. CS(COMM) 924/2022 titled ***Religare Finvest Limited v. Balaji Great Lotus Glory & Ors.*** The said suit was decreed in favour of Religare *vide* order dated 13th February 2025 on a similar application filed on behalf of Religare under Order XIII-A of the CPC.

30. In ***Su-Kam Power Systems Ltd. v. Kunwer Sachdev***, 2019 SCC OnLine Del 10764, this Court has observed as under:

“90. To reiterate, the intent behind incorporating the summary judgment procedure in the Commercial Court Act, 2015 is to ensure disposal of commercial disputes in a time-bound manner. In fact, the applicability of Order XIII A, CPC to commercial disputes, demonstrates that the trial is no longer the default procedure/norm.

91. Rule 3 of Order XIII A, CPC, as applicable to commercial disputes, empowers the Court to grant a summary judgement against the defendant where the Court considers that the defendant has no real prospects of successfully defending the claim and there is no other compelling reason why the claim should not be disposed of before recording of oral evidence. The expression “real” directs the Court to examine whether there is a “realistic” as opposed to “fanciful” prospects of success. This Court is of the view that the expression “no genuine issue requiring a trial” in Ontario Rules of Civil Procedure and “no other compelling reason....for trial” in Commercial Courts Act can be read mutatis mutandis. Consequently, Order XIII A, CPC would be attracted if the Court, while hearing such an application, can make the necessary finding of fact, apply the law to the facts and the same is a proportionate, more expeditious and less expensive means of achieving a fair and just result.

92. Accordingly, unlike ordinary suits, Courts need not hold trial in commercial suits, even if there are disputed questions of fact as held by the Canadian Supreme Court in Robert Hryniak (supra), in the event, the Court comes to the conclusion that the defendant lacks a real prospect of successfully defending the claim.”

31. The aforesaid principles are fully applicable in the facts and circumstances of the present case. As elaborated above, the defendants have



no real prospect of successfully defending the claims in the present suit. Further, taking into account that the aforesaid defendants have not set up any defence, there is no compelling reason for the recording of oral evidence.

32. Therefore, this is a fit case where a summary judgment in terms of Order XIII-A of the Code of Civil Procedure, 1908 can be passed in favour of the plaintiff and against the defendants.

33. On the basis of the aforesaid documents, the plaintiff has been able to establish that the Term Sheet was neither executed on behalf of the plaintiff nor did the plaintiff ever authorize any person to execute the same on its behalf.

34. In view of the above, the Master Settlement Agreement, by way of which the defendants no.2 to 9 claim to have assigned their rights, allegedly accruing in their favour on account of the Term Sheet and Side Letters, in favour of the defendant no.1, cannot be enforced against the plaintiff.

35. In view of the discussion above, the plaintiff would be entitled to a decree against the defendants in terms of paragraphs (A) to (G) contained in the Prayer clause of the plaint, which are reproduced as under:

A. Pass a decree of declaration that the purported Draft Term Sheet dated 06.12.2017, including the Side Letters Dated 06.12.2017 and / or any/ all agreement(s)/ assignment of the rights and/or obligation under the purported Draft Term Sheet and Side Letters, are non-est, void and of no effect whatsoever;

B. Pass a decree of declaration that any purported assignment of the rights and/or obligation under the Master Settlement Agreement dated 26.09.2020, including those in relation to the Draft Term Sheet and the Side Letters as claimed by Defendant No. 3 and other Defendants or Ashok Kumar, or otherwise, is non-est, void and of no effect whatsoever;

C. Pass a decree of perpetual injunction restraining the Defendants, from acting/continuing to act upon or place reliance upon any such purported assignment of the rights and / or obligations under the Master Settlement Agreement dated 26.09.2020 whether in the past , present or



in the future to or concerning the Draft Term Sheet, the Side Letters or the Plaintiff in any manner whatsoever;

D. Pass a decree of perpetual injunction restraining the Defendant No.1 from holding out as an assignee of the rights and/or obligations under the Master Settlement Agreement dated 26.09.2020;

E. Pass a decree of perpetual injunction restraining the Defendants from assigning their rights and/or obligation under the Master Settlement Agreement dated 26.09.2020 to any third party (Ashok Kumar);

F. Pass a decree of perpetual injunction restraining the Defendants from purporting to assign rights and/or obligations under the Draft Term Sheet and the Side Letters to any third party (Ashok Kumar);

G. Pass a decree of declaration that any action or steps taken by Defendants or any Ashok Kumar in furtherance of assignment of the Draft Term Sheet and the Side Letters or any other right affecting the Plaintiff in any manner, whether by way of the purported Master Settlement Agreement dated 25 September 2020 or otherwise, is non-est, void and of no effect whatsoever;”

36. Counsel for the plaintiff does not press for the remaining reliefs claimed in the suit.
37. Let the decree sheet be drawn up accordingly.
38. All pending applications stand disposed of.

AMIT BANSAL, J

DECEMBER 19, 2025

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