



2026:DHC:1871



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

Date of decision: 24<sup>th</sup> FEBRUARY, 2026

IN THE MATTER OF:

**I.A. 3505/2023**

IN

+ **CS(OS) 651/2022**

PRAMOD KUMAR AGGARWAL

.....Plaintiff

Through: Mr. Arvind Nigam, Senior Advocate  
with Mr. Samar Bansal, Mr. Vedant  
Kapur and Ms. Anshika Saxena,  
Advocates.

versus

KISHORE LALL & ORS.

.....Defendants

Through: Ms. Malvika Trivedi, Senior  
Advocate with Mr. Ghanshyam Joshi,  
Mr. Chirag Joshi, Mr. Shailendra  
Slaria and Ms. Sajal Gupta,  
Advocates for D-1.  
Mr. Vinayak Mehrotra, Ms. Nandini  
and Ms. Mayuri, Advocates for D-3.

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**JUDGMENT**

**I.A. 3505/2023**

1. This application under Order VII Rule 11(a) & (d) has been filed on behalf of Defendant No.1 for rejection of the Plaint on the ground that the Plaint does not disclose a cause of action and is barred by law.
2. The present Suit is one for specific performance of an oral Agreement to Sell dated 26.10.2019 ["ATS"] whereby according to the Plaintiff, the



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Defendant No.1 had agreed to sell the Plaintiff the entire Ground Floor, Basement to be constructed, and Second Floor, Third Floor & Terrace above Third Floor once constructed, along with 77.5% undivided ownership share in the plot of land admeasuring 500 sq. yards. bearing No.M-1, Green Park (Main), New Delhi [**“Suit Property”**] for a total sale consideration of Rs. 14,00,00,000/-.

3. It is stated that the Plaintiff is a Director in a Delhi-based real estate company wherein he specializes in residential construction, consulting, project management and trading of apartments, builder floors and houses in South Delhi.

4. It is further stated that the Defendant No.1 is a citizen of the United States of America (USA), ordinarily a resident of New York, a businessman and the owner of the Suit Property. It is stated that Defendant No.2 is the nephew of Defendant No.1 and was instrumental in the negotiation and finalization of the ATS.

5. Facts as borne out from the Plaint are stated as under:

- (i) The ATS was executed in Defendant No.2’s presence at his residence and the Defendant No.2 remained in constant touch with the Plaintiff, assuring him that Defendant No.1 would return to India and complete the sale transaction. It is stated that Defendant No.2 is, therefore, a proper party to the present Suit. It is stated that Defendant No. 3 is a real estate broker, who was engaged by the Defendant No.1, to act on his behalf in the transaction. It is stated that the ATS was entered into in Defendant No.3’s presence and was memorialised by him in his own handwriting and, therefore, he is also a proper party to the present Suit.



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- (ii) The Plaintiff's case is that somewhere in the month of October 2019, the Parties were introduced by the Defendant No. 3, who is the broker engaged by the Defendant No. 1 for the purpose of exploring sale and purchase of the Suit Property.
- (iii) It is stated that the Parties met at the Hyatt Regency Hotel in October 2019 to discuss the terms and commercials of the ATS and since demolition or re-construction of the Suit Property would also entail obtaining ASI permissions, building sanctions, tree felling approvals etc, the Parties also discussed the modalities of the same. Pursuant to the said meeting, the Parties also met at the residence of Defendant No.2 along with their respective brokers i.e., Defendant No.3 on behalf of the Defendants and one Mr. Rajesh Arora, on behalf of the Plaintiff. In the said meeting, all the salient terms and commercials of the ATS were finalized, and a binding oral contract was concluded between Plaintiff and Defendant No.1 for sale and purchase of the Suit Property. It is stated that Defendant No.3 reduced the agreed terms of the ATS into writing in a note, which was recorded in his own handwriting by Defendant No.3 in the said meeting in the presence of all the participants of the meeting i.e., Defendant Nos.1, 2 & 3 and the broker of the Plaintiff. It is stated that all the salient terms necessary to conclude the sale were agreed upon, *inter alia*, (i) Description of Suit Property being sold; (ii) Total sale consideration of Rs. 14,00,00,000/-; (iii) Part Payment of Rs. 11,00,000/- was paid by Plaintiff to the Defendant No.1 simultaneous with execution of the ATS, as memorialised in the



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- document contemporaneously handwritten by Defendant No. 3 and the said amount was to be refunded without interest in 120 days if the transaction was not concluded for any reason; and (iv) Balance amount was to be paid simultaneous with execution of Sale Deeds for various floors in the Suit Property in favour of Plaintiff or his nominees in accordance with the timelines stated in the note.
- (iv) The Plaintiff was always ready and willing to pay the balance amount, however, the occasion to pay the balance amount never arose as the Defendant No.1 went back on his obligations to conclude the transaction.
- (v) It is stated that in accordance with the oral ATS, which was reduced into writing by Defendant No.3, the Plaintiff was to apply and obtain approvals from the Archaeological Survey of India [“ASI”] and National Monuments Authority for construction as the Suit Property was in a restricted zone.
- (vi) It is stated that the Plaintiff was also to apply for sanction of building plans from the South Delhi Municipal Corporation [“SDMC”] in the name of Defendant No. 1 for demolition and construction of the Suit Property. It is stated that Defendant No.1 was obliged, in terms of the ATS, to co-operate with any documentation required including signing on all applications made to the ASI and the SDMC. The said approvals were applied and obtained at a cost of approximately Rs.17,00,000/- which was borne entirely by the Plaintiff. These approvals were obtained by Plaintiff with the knowledge, active consent and under the



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- signatures of the Defendant No.1 which is evident from the emails exchanged between the Parties.
- (vii) The Defendant No.1 has actively co-operated in the various necessary documentations and preparations for obtaining all relevant statutory approvals and sanctions from the authorities like ASI approval, sanction of building plans, tree felling permissions etc., and these permissions could not have been granted without the active involvement and consent of Defendant No.1, who is the owner of the Suit Property.
- (viii) The Defendant No.1 has signed all the applications which were submitted by the Plaintiff to co-ordinate with the Governmental Authorities.
- (ix) The Defendant No.1 *vide* email dated 25.01.2020 had also informed the Plaintiff about the receipt of above-stated approvals from the National Monuments Authority & ASI and explicitly thanked the Plaintiff for his efforts in obtaining the same in accordance with the ATS. It is stated that Defendant No.1 in the email further requested the Plaintiff to obtain sanction of building plans and approval for tree cutting, which the Defendant No.1 called formalities for ASI's approval.
- (x) The Defendant No.1 further stated that the Parties had "previously targeted a closing by 28.02.2020" unless there were delays in getting approvals, which is not the case. It is stated that the Defendant No.1 also fixed up a call with Plaintiff to "discuss a closing time frame". The said email is in line with the ATS as memorialised on 26.10.2019 and the repeated usage of the



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definitive language of fixing a date for “closing” confirms that there was a concluded contract between the parties, and now only the ministerial act of execution of documents remained. In the said email Defendant No.1 also requested his Advocate - Mr. Naresh Gupta, Advocate to draft Sale Deeds for separate floors of the Suit Property, which were also shared by him, pertaining to the Second and Third Floors of the Suit Property, which clearly shows the intent of the Parties to conclude the transaction and perform the ATS.

- (xi) Acting on the request in the above-stated email dated 25.01.2020, and also in accordance with the obligations under the ATS, the Plaintiff made efforts towards obtaining sanction plan approval from SDMC and tree cutting permission from the relevant authorities. Approval for the Sanctioned Plan was obtained by the Plaintiff from SDMC *vide* Grant of Sanction dated 25.02.2020 at a total cost of Rs.16,68,948/-, plus administrative expenses and the said amount was entirely paid by the Plaintiff. The Defendant No.1 participated in all the above mentioned approval processes, signed whatever documents which the Plaintiff requested him to sign and co-operated throughout the process taking full advantage of the expertise of the Plaintiff in this regard.
- (xii) Now having obtained these sanctions and permissions and taking advantage of outbreak of COVID-19, due to which travel restrictions were imposed, the Defendants have stopped taking phone calls of the Plaintiff. The Plaintiff also attempted to reach out to the Defendants over the next many months over WhatsApp



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and telephone calls, however, all such attempts were to no avail.

(xiii) Since considerable time had passed and Plaintiff had begun to suspect the motives of the Defendants in delaying the completion of the transaction, the Plaintiff was constrained to issue a Public Notice dated 30.03.2022, notifying the public at large about the details of the ATS. The said Public Notice was refuted by Defendant No.1 and, therefore, the present Suit has been filed by the Plaintiff with the following prayers:

*“a) Direct the Defendant No. 1 to specifically perform the oral Agreement to Sell dated 26.10.2019 entered into between the Plaintiff and Defendant No. 1 by executing Sale Deeds in favour of the Plaintiff or his nominee(s), with respect to entire Ground Floor, Basement to be constructed, and Second Floor, Third Floor & Terrace above Third Floor to be constructed along with 77.5% undivided ownership share in the plot of land admeasuring 500 sq. yards. Bearing No. M-1, Green Park (Main), New Delhi;*

*b) As a consequence of the above prayer & if the Defendant fails to come forward to complete the sale after passing of decree of specific performance, then Direct appointment of an agency / officer of this Hon'ble Court to specifically perform the obligations of Defendant No. 1 under the Agreement to Sell dated 26.10.2019 by executing Sale Deed(s) in favour of Plaintiff or his nominee(s) in terms of prayer (a);*

*c) Pass a decree of Permanent Injunction restraining the Defendants, their agents, assignees etc from in any manner acting contrary to the Agreement and further restrain them from creating*



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*any third - party right, title or interest in respect of the Suit Property;*

*d) Pass a decree of Declaration declaring the refusal of the Defendant No. 1 to comply with the terms of the oral Agreement to Sell dated 26.10.2019 as being void and illegal;*

*e) Award costs of the suit to the Plaintiff and against the Defendants; and*

*f) Pass any other order or further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.”*

6. Along with the Plaint, the Plaintiff has filed about 20 documents which includes the Memorabilia, i.e., a note dated 26.10.2019 which is termed as an oral ATS, approval from the National Monuments Authority, approval from the Municipal Authorities granting permission for construction in the Suit Property, application seeking felling of trees, a copy of the email dated 25.01.2020 sent by Defendant No.1 to the Plaintiff, a copy of the email dated 12.02.2020 sent by the Lawyer – Mr. Naresh Gupta along with the draft Sale Deed, sanctioned plan obtained from the NDMC etc.

7. The present application has been filed by Defendant No.1 under Order VII Rule 11(a) & (d) of CPC for rejection of the Plaint.

8. By way of the present Application under Order VII Rule 11(a) & (d) of the CPC, the Defendant No.1 contends that the present Suit, which is one for specific performance of an oral ATS dated 26.10.2019, cannot be filed only on the basis of an oral agreement, which is based only on the alleged memorialised writing in the form of a note.



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9. It is the case of Defendant No.1 that if all the facts are put together, the only inference would be drawn is that there was no concluded contract between the parties.

10. It is further stated that averments in the Plaint categorically show that the relief sought by the Plaintiff in the present Suit is hit by the provisions of Section 14(b) of the Specific Relief Act, 1963 (as Amended in 2018) [“SPA”]. According to Defendant No.1, Section 14(b) of SPA provides that a Contract, performance of which involves performance of a continuous duty which the Court cannot supervise shall not be enforced. Paragraph No.5 of the Application reads as under:

*“5. It is further averred in the Suit that on the instructions of Defendant No.1, the Defendant No. 3 memorialized the terms of alleged the Agreement into writing into me Alleged Note in his handwriting at the same meeting in the presence of all participants in the meeting. The said document has been filed as Document-I. A reading of paragraphs 1, 8 and 9 of the suit and Document No. I shows the following:*

*(a) The said Alleged Note dated 26th October 2019 is unsigned. The suit is completely silent on the aspect as to whether the parties addressed/sent confirmatory communications affirming, acknowledging or agreeing to the terms so alleged to form an alleged Collaboration Agreement.*

*(b) The names of the Vendor and the Vendee are not stated.*

*(c) There is no description of the property.*

*The consideration in the Note is shown to be "12+02". It is not stated and nor explained in the suit as to what*



*does "12+02" mean i.e. as to whether it is in lacs or crores or in which currency. The terms of the payment of the said alleged sale consideration are not averred in the suit. It is further not averred in the suit as to which entity shall pay the sale consideration and in lieu of which portion of the property (to be constructed in the future). A reading of paragraphs 1, 8 and 9 of the suit as well as the Alleged Note dated 26th October, 2019 are completely bereft of:*

*(i) Any details of the nature of the collaboration between the Owner and the Developer and the incidents required and forming part of such an Agreement. It is stated that a Collaboration Agreement by its very nature would include the details of the construction materials starting from the laying of foundation work till the completion of the entire building, name of the Architect, contractors and sub-contractors etc.*

*(ii) The nature and quality of the material to be used for interior works such as laying of floors, washrooms, flooring etc.*

*(iii) The material used to make the building earthquake resistant.*

*(iv) Division of parking spaces in spilt parking and arrangements for common areas.*

*(v) Provisions for the safeguard of labor force as per the statutory guidelines."*

11. It is the case of Defendant No.1 that a reading of the abovementioned paragraph shows that if a continuous duty is cast on the Court to continuously supervise the numerous, multifarious and multidisciplinary details and other terms and conditions of the alleged and purported



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Collaboration Agreement and such an agreement cannot be directed to be specifically performed, and therefore, the Suit is hit by Section 14(b) of SPA.

12. The Defendant No.1 argues that only preliminary discussions had taken place between the Parties which cannot lead to a concluded contract.

13. Learned Senior Counsel appearing for Defendant No.1 has drawn the attention of this Court to various paragraphs of the Plaint to contend that the Suit is hit by Section 14(b) of SPA and the same is barred by law. Attention of this Court has been drawn to a judgment passed by the Apex Court in Sushil Kumar Agarwal v. Meenakshi Sadhu, (2019) 2 SCC 241 and more particularly to Paragraph Nos.16 & 17 of the said judgment which read as under:

*“16. The requirements to be satisfied by the plaintiff bringing forth a suit for specific performance have been analysed in Hudson's Building and Engineering Contracts [ Eleventh Edn., Vol. 1, p. 677] and in Price v. Strange [Price v. Strange, 1978 Ch 337 at p. 359 : (1977) 3 WLR 943 (CA)] , where the rule has been settled that the court will order specific performance of an agreement to build if:*

*16.1. The building work is sufficiently defined by the contract, for example, by reference to detailed plans;*

*16.2. The plaintiff has a substantial interest in the performance of the contract of such a nature that damages would not compensate him for the defendant's failure to build; and*



**16.3.** *The defendant is in possession of the land so that the plaintiff cannot employ another person to build without committing a trespass.*

**17.** *The expression “development agreement” has not been defined statutorily. In a sense, it is a catch-all nomenclature which is used to describe a wide range of agreements which an owner of a property may enter into for development of immovable property. As real estate transactions have grown in complexity, the nature of these agreements has become increasingly intricate. Broadly speaking, (without intending to be exhaustive), development agreements may be of various kinds:*

**17.1.** *An agreement may envisage that the owner of the immovable property engages someone to carry out the work of construction on the property for monetary consideration. This is a pure construction contract;*

**17.2.** *An agreement by which the owner or a person holding other rights in an immovable property grants rights to a third party to carry on development for a monetary consideration payable by the developer to the other. In such a situation, the owner or right holder may in effect create an interest in the property in favour of the developer for a monetary consideration;*

**17.3.** *An agreement where the owner or a person holding any other rights in an immovable property grants rights to another person to carry out development. In consideration, the developer has to hand over a part of the constructed area to the owner. The developer is entitled to deal with the balance of the constructed area. In some situations, a society or similar other association is formed and the land is conveyed or leased to the society or association;*



*17.4. A development agreement may be entered into in a situation where the immovable property is occupied by tenants or other right holders. In some cases, the property may be encroached upon. The developer may take on the entire responsibility to settle with the occupants and to thereafter carry out construction; and*

*17.5. An owner may negotiate with a developer to develop a plot of land which is occupied by slum dwellers and which has been declared as a slum. Alternately, there may be old and dilapidated buildings which are occupied by a number of occupants or tenants. The developer may undertake to rehabilitate the occupants or, as the case may be, the slum dwellers and thereafter share the saleable constructed area with the owner.”*

14. It is further submitted by the learned Senior Counsel for Defendant No.1 that the facts in the aforesaid judgment are more or less identical to the present case and, therefore, the Suit is barred by law. It is contended that the nature of the oral ATS is such that a constant supervision of this Court would be required to oversee the entire development of the Suit Property and, therefore, the Suit is hit by Section 14(b) of SPA.

15. *Per contra*, learned Senior Counsel appearing for the Plaintiff states that the present Suit has been filed on the basis of a concluded contract between the parties, specific performance of which is now being sought. He states that the salient terms of the ATS have been reproduced in the Plaint and the same do not lack any material particulars and comprehensively records the sale description of the property being sold, including payment



provisions, etc. He states that the details of the development of the building were also agreed between the Parties and that the Defendant No.1 has himself signed applications for approvals, which have been taken in the name of Defendant No.1 himself. He argues that substantial money has been spent by the Plaintiff to get the approvals and, therefore, it cannot be said that the contract has not been concluded. Learned Senior Counsel for the Plaintiff has relied upon the following judgments in support of his contentions:

- i. Dahiben vs. Arvinbhai Kalyanji Bhanusali (Gajra), **(2020) 7 SCC 366.**
- ii. Vinod Seth vs. Devinder Bajaj and Another, **(2010) 8 SCC 1.**
- iii. Davender Kumar Sharma vs. Mohinder Singh & Ors., **2012 SCC OnLine Del 4441.**
- iv. Rajan Gupta vs. Pradeep Kumar Gupta and Others, **2023 SCC OnLine Del 1237.**
- v. Jatin Jitendra Rasiklal Shah vs. Shardul Associates, **2023 SCC OnLine Bom 710.**

16. The law regarding Order VII Rule 11 of CPC has now been crystallized by the Apex Court in its latest judgment passed in Indian Evangelical Lutheran Church Trust Assn. v. Sri Bala & Co., **2025 SCC OnLine SC 48**. Paragraph No.6.1 of the said judgment reads as under:

**“6.1. ...**

*(i) In T. Arivandandam v. T.V. Satyapal, (1977) 4 SCC 467, this Court while examining the aforesaid provision has held that the trial court must remember that if on a meaningful and not a*



*formal reading of the plaint it is manifestly vexatious and meritless in the sense of not disclosing a clear right to sue, it should exercise the power under Order VII Rule 11 of the Code taking care to see that the ground mentioned therein is fulfilled. If clever drafting has created the illusion of a cause of action, it has to be nipped in the bud at the first hearing by examining the party searchingly under Order X of the Code, as observed by Krishna Iyer, J.*

*(ii) The object of the said provision was laid down by this Court in *Sopan Sukhdeo Sable v. Assistant Charity Commissioner*, (2004) 3 SCC 137. Similarly, in *Popat and Kotecha Property v. State Bank of India Staff Association*, (2005) 7 SCC 510, this Court has culled out the legal ambit of Order VII Rule 11 of the Code.*

*(iii) It is trite law that not any particular plea has to be considered, but the whole plaint has to be read. As was observed by this Court in *Roop Lal Sathi v. Nachhattar Singh Gill*, (1982) 3 SCC 487, only a part of the plaint cannot be rejected and if no cause of action is disclosed, the plaint as a whole must be rejected. Similarly, in *Raptakos Brett & Co. Ltd. v. Ganesh Property*, (1998) 7 SCC 184, it was observed that the averments in the plaint as a whole have to be seen to find out whether clause (d) of Rule 11 Order VII of the Code is applicable.*

*(iv) It was further held with reference to Order VII Rule 11 of the Code in *Saleem Bhai v. State of Maharashtra*, (2003) 1 SCC 557 that the relevant facts which need to be looked into for deciding an application thereunder are the averments in the plaint. The trial court can exercise the power at any stage of the suit i.e. before registering the plaint or after issuing summons to the defendant*



*at any time before the conclusion of the trial. For the purposes of deciding an application under clauses (a) and (d) of Order VII Rule 11 of the Code, the averments in the plaint are germane; the pleas taken by the defendant in the written statement would be wholly irrelevant at that stage.*

*(v) In R.K. Roja v. U.S. Rayudu, (2016) 14 SCC 275, it was reiterated that the only restriction is that the consideration of the application for rejection should not be on the basis of the allegations made by the defendant in his written statement or on the basis of the allegations in the application for rejection of the plaint. The court has to consider only the plaint as a whole, and in case the entire plaint comes under the situations covered by Order VII Rules 11(a) to (f) of the Code, the same has to be rejected.*

*(vi) In Kuldeep Singh Pathania v. Bikram Singh Jaryal, (2017) 5 SCC 345, this Court observed that the court can only see whether the plaint, or rather the pleadings of the plaintiff, constitute a cause of action. Pleadings in the sense where, even after the stage of written statement, if there is a replication filed, in a given situation the same also can be looked into to see whether there is any admission on the part of the plaintiff. In other words, under Order VII Rule 11, the court has to take a decision looking at the pleadings of the plaintiff only and not on the rebuttal made by the defendant or any other materials produced by the defendant.*

*(vii) In an application under Order VII Rule 11 of the Code, a plaint cannot be rejected in part. This principle is well established and has been continuously followed since the 1936 decision in Maqsud Ahmad v. Mathra Datt & Co. AIR*



*1936 Lah 1021. This principle is also explained in another decision of this Court in Sejal Glass Ltd. v. Navilan Merchants Private Ltd., (2018) 11 SCC 780 which was again followed in Madhav Prasad Aggarwal v. Axis Bank Ltd., (2019) 7 SCC 158.*

*(viii) In Biswanath Banik v. Sulanga Bose, (2022) 7 SCC 731, this Court discussed the issue whether the suit can be said to be barred by limitation or not, and observed that at this stage, what is required to be considered is the averments in the plaint. Only in a case where on the face of it, it is seen that the suit is barred by limitation, then and then only a plaint can be rejected under Order VII Rule 11(d) of the Code on the ground of limitation. At this stage what is required to be considered is the averments in the plaint. For the aforesaid purpose, the Court has to consider and read the averments in the plaint as a whole.”*

17. By applying the aforesaid law to the facts as borne out from the Plaint, it is seen that a meeting was held between the Parties on 26.10.2019, where some understanding was entered into between the Parties which was memorialised and put up on a note by the Defendant No.3, which is annexed with the present Plaint.

18. The averments made in the Plaint show that the Plaintiff obtained permissions and approvals from the ASI, SDMC, National Monuments Authority etc., by spending substantial money on his own. Draft Sale Deeds have also been exchanged between the Parties, which were sent by the lawyer of Defendant No.1 to the Plaintiff through email. All these incidents give an indication that substantial steps have been taken after the meeting was held between the Parties.



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19. The question as to whether any agreement had been entered into regarding the nature of collaboration, the nature and quality of the material to be used for construction, the safeguard for labour force etc., would all be determined only by leading evidence and the question as to whether the suit is hit by Section 14(b) of the SPA can be determined only after the trial and not at this stage.

20. Insofar as supervision is concerned, this Court is conscious that “constant supervision,” involves the possibility of the Court having to give an indefinite succession of rulings in order to ensure that the order is carried out, which would prove undesirable [Ref: Prem Kumar Bansal v. Ambarish Garg, 2016 SCC OnLine Del 2549]. What that means is that the court cannot be asked to stop its normal functions for the purpose of giving effect to the terms of a contract, which cannot be conveniently supervised or enforced by the court itself. Be that as it may, given the facts and circumstances as borne out from the Plaint, what is the nature of supervision that is required by this Court, if any, would be determined after the conclusion of evidence and not at this juncture.

21. Under the ATS, the entire Ground Floor, Basement to be constructed, and Second Floor, Third Floor & Terrace above Third Floor once constructed, along with 77.5% undivided ownership share in the Suit Property are to be given to the Plaintiff. The Defendant No.1 is entitled to only one floor of the Suit Property which is the First Floor, and therefore the concern of the Defendant No.1 would be only for that one floor and the issues regarding the same can be determined only at the time of leading of evidence when Defendant Nos.1, 2 and 3 would be cross-examined by the Plaintiff. Therefore, at this juncture, it cannot be said that the Suit is hit by



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Section 14(b) of SPA.

22. The present Suit is in any event with respect to one portion of the Suit Property, and it is entirely plausible that the Plaintiff may decide to sell other portions in future which may involve separate contracts with others/third parties which may not require supervision by this Court. Therefore, at this juncture, this Court is in no position to conclude that the contract requires continuous supervision or not.

23. After the evidence is adduced and if it is found that constant monitoring would be required by the Court, it is always open for Defendant No.1 to move an application under Order XII Rule 6 of CPC for dismissal of the Suit. The Suit, at this juncture, cannot be rejected. After investing substantial amount of money by the Plaintiff in getting permissions and approvals from the various authorities, the Suit cannot be rejected on an averment made by Defendant No.1 that the nature of the Agreement is such that it requires monitoring from the Court which can only be seen at the subsequent stage.

24. In view of the above, the Application is dismissed.

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25. List on 20.07.2026.

**SUBRAMONIUM PRASAD, J**

**FEBRUARY 24, 2026**

*S. Zakir/AP*