

**IN THE COURT OF SH. RAVINDER SINGH-I, DISTRICT JUDGE-03,  
EAST DISTRICT, KARKARDOOMA COURTS: DELHI**

**Suit No.: 503/2022**

**Mangal Sain** S/o Sh. Sita Ram

Through LRs

- a. **Bimla** W/o Late Sh. Mangal Sain
- b. **Sonia** D/o Late Sh. Mangal Sain
- c. **Harsh Kumar** S/o Late Sh. Mangal Sain
- d. **Arun** S/o Late Sh. Mangal Sain

All R/o H. No. 424, Sharma Dairy Pandit Mohalla,  
Village Kondli, Delhi-110096.

.....Plaintiff

Versus

1. **Sh. Manoj Kumar**, S/o. Sh. Sita Ram,
2. **Smt. Sunita**, W/o Sh. Manoj Kumar,

Both R/o H. No. 424, Sharma Dairy Pandit Mohalla,  
Village Kondli, Delhi-110096.

.....Defendants

Date of institution of the suit : 24.09.2022

Final Arguments heard on : 18.03.2026

Date of Judgment : 19.03.2026

**JUDGMENT**

**SUIT FOR POSSESSION, PERMANENT INJUNCTION,  
DAMAGES/MESNE PROFITS**

1. Plaintiff Mangal Sain filed this suit for possession, permanent injunction, damages/mesne profits against his younger brother Manoj Kumar/ defendant-1 and his wife/defendant-2.

2. It is pertinent to note that after recording of his testimony, plaintiff expired on 12.09.2024, so his LRs filed an application under Order 22

Rule 3 CPC for their substitution. The said application was disposed of as allowed vide order dated 28.01.2025 and LRs of deceased plaintiff namely Smt. Bimla/wife of plaintiff, Ms. Sonia, Mr. Harsh Kumar and Mr. Arun/children of plaintiff are taken on record.

3. The brief facts which are relevant for disposal of the present suit are as under:

(a) Plaintiff claimed that he is the absolute owner of property/house bearing H. No.424, Sharma Dairy, Pandit Mohalla, Village Kondli, Delhi-110096 area measuring 50 sq. yards consisting ground floor and first floor (hereinafter referred as 'suit property') so he allowed his brother/defendant-1 and his wife/defendant-2 to reside in the suit property as a licensee.

(b) Plaintiff stated that defendants abused & quarrelled with him for the last few months, for transferring the suit property in their name and failing to do so they threatened him of dire consequences and to get him implicated in a false criminal case.

(c) Plaintiff further stated that the defendants are intending to create third party interest in the suit property by adopting all illegal means, so seeing their conduct and behaviour he does not want to allow them to reside in the suit property. Therefore, he served a legal notice dated 05.08.2022 upon defendants and thereby terminated their license but they neither vacated the suit property nor replied to his notice.

(d) Plaintiff further stated that he asked so many times to the defendants to vacate the suit property and handover the peaceful vacant possession of the same but they failed to do so. Hence, he filed this suit

for recovery of possession of suit property, damages @ Rs. 10,000/- per month and for injunction.

4. Both defendants contested the suit by filing their joint written statement admitting therein that the defendant-1 is younger brother of plaintiff whereas defendant- 2 is the wife of defendant-1. They claimed that the plaintiff had not approached the Court with clean hands and suppressed the material facts and he filed this suit just to harass and humiliate them. They further stated that the plaintiff has no cause of action to file this suit. They further stated that a Panchnama/agreement was executed on 11.01.2015 after the Teharvi of Late mother of plaintiff and defendant-1 Smt. Misro Devi, between plaintiff, defendant-1, and their brother namely Raj Kumar and sisters namely Sarla Devi & Bimla Devi. They claimed that plaintiff, defendant-1 & their brother & sisters have two houses of 100 yards each. Smt. Sarla Devi refused to take her share of 40 sq. yards and she divided her share equally to all her three brothers whereas Smt. Bimla Devi gave her entire share of 40 sq. yards to her brother Raj Kumar. So, the plaintiff and defendant-1 have merely 53 sq. yards each whereas their brother Raj Kumar have 93 sq. yards but since Raj Kumar has a house of 100 sq. yards, therefore, he would have to give the money of 7 sq. yards land to his brothers i.e. plaintiff and defendant-1 because they each have only 50 sq. yards land and this decision has been accepted by all three brothers and both sisters. So, the plaintiff has filed this suit with malafide intention to grab the share of the defendant-1. On merits, they denied that the plaintiff is the absolute owner of the suit property and also denied that they are residing in the

suit property as a licensee. Defendants accordingly prayed for dismissal of the suit.

5. From the pleadings of the parties, the following issues were framed by Ld. Predecessor, vide order dated 28.08.2023 : -

*I. Whether the plaintiff is entitled to a decree for recovery of possession of the suit property bearing No. 424, Sharma Diary Pandit Mohalla, Village Kondli, Delhi area measuring 50 sq. yds. Consisting ground floor and first floor to the plaintiff as prayed for? OPP*

*II. Whether the plaintiff is entitled to a decree for damages of Rs.10,000/- per month besides water and electric charges w.e.f filing of present suit till handing over the peaceful vacant possession of suit property for unauthorized use and occupation of suit property, as prayed for? OPP*

*III. Whether the plaintiff is entitled for a decree for permanent injunction against the defendant No.1 and 2 and their LRs, servants, attorneys etc., thereby restraining them from selling, alienating, transferring and creating any third party interest in the suit property, as prayed for? OPP*

*IV. Whether the defendants prove that the plaintiff has concealed the true material and relevant facts from the court and has not come to the court with clean hands? OPD*

*V. Whether the defendants prove that by way of general agreement dt. 11.01.2015, suit property has already partitioned? OPD*

*VI. Relief.*

6. In order to prove plaintiff's case, two witnesses have been examined i.e. plaintiff as PW-1 and Mr. Naveen Gandas, Record Lifter, Department of Delhi Archives, as PW-2.

7. PW1 led his evidence on an affidavit which he tendered as Ex. PW1/A. He generally deposed on the same lines as that of his suit. He relied upon the documents i.e. site plan as Ex.PW1/1; original GPA,

receipt of payment, agreement to sell dated 06.09.1979 as Ex.PW1/2; legal notice dated 05.08.2022 with postal receipt as Ex.PW1/3; tracking report of delivery of legal notice as Ex.PW1/4 and his Aadhar Card as Ex.PW1/5.

During his cross examination, PW1 deposed that he was aged about 20 years in the year 1979. He had installed five sewing machines. He does not have any documentary proof of his income in 1979. He denied that his father had purchased the suit property. He has not placed any document showing that he had paid the consideration of the suit property. He does not have any document to show that at any point of time he was residing in the suit property. He could not show any document that he was in possession of suit property at any point of time. He has not filed any document to show that defendants are his licensee. No written settlement had been executed between all the brothers and sisters. He has admitted his signatures on Panchnama dated 11.01.2015 Mark-X. He has made a complaint against the defendants however, he does not have any proof with regard to the same. He has not filed any complaint against defendants regarding threats of dire consequence and to create third party interest. He claimed that earlier there was an electricity connection in his name however, he does not know if the said electricity and water connection is in his name in the suit property at present. He has not placed any document showing the electricity & water connection in the suit property at any point of time was in his name.

8. PW2 produced the receipt of Rs.1,500/- (executed on 06.09.1979) which was registered vide registration no. 10677, Additional Book No.4,

Volume no. 576, Page no.42 on 07.09.1997, already Ex.PW1/2.

During his cross-examination, PW2 deposed that he has no personal knowledge of the Ex.PW1/2. The receipt was searched from registration details.

9. In order to establish their defence, defendants examined four witnesses i.e. defendant -1 as DW1, defendant-2 as DW2, Sarla Devi as DW3 and Raj Kumar as DW4.

10. DW1 led his evidence on an affidavit which he tendered as Ex. DW1/X. He generally deposed on the same lines as that of their written statement. He relied upon the Agreement dated 11.01.2015 as Ex.DW1/1.

During his cross examination, DW1 deposed that since his childhood, he has been living with his elder brother i.e. plaintiff in the suit property. Suit property was purchased by his father. He does not have any document to show that the suit property was purchased by his father. He voluntarily claimed that due to lapse of time, he does not know if plaintiff had obtained the electricity connection at the suit property. He admitted that initially the area of property was measuring 100 sq. yards but now the area of property is 50 sq. yards, which is suit property. He admitted that a 50 sq. yards portion was sold by the plaintiff. He admitted that since the plaintiff was owner of 100 sq. yards, therefore he sold the 50 sq. yards portion to someone. He claimed that some portion of the property was transferred/given to defendants through a registered document. He admitted that the plaintiff had not transferred the suit property in his name by executing any document in this regard. Plaintiff Mangal Sain authorized him in writing to take the electricity connection

in the suit property. He admitted that the water bill in the suit property was in the name of his brother but later on he got it changed in his name. He does not have any idea regarding the prevailing rate of rent in the area. He admitted that the property in which he is residing if let out can fetch a rent of Rs.10,000/- per month for ground floor only. He admitted that he is in possession of the suit property comprising ground & first floor. He admitted that the plaintiff has sent him a legal notice for vacating the suit property.

11. DW2 led her evidence on an affidavit which she tendered as Ex. DW2/A. She generally deposed on the same lines as that of their written statement. She also relied upon the document already Ex.DW1/1.

During her cross examination, DW2 deposed that she had not seen any document of property in question in the name of her father in law. Document Ex.DW1/1 was executed in her presence however, the same does not bear her signature. She does not know if her Jeth/Raj Kumar gave any money to the plaintiff. She admitted that no money was given by her Jeth to the plaintiff in her presence. She does not know whether her Jeth Mangal Sain allowed her and her husband to reside in the suit property. She voluntarily claimed that her husband knew about this fact.

12. DW3 led her evidence on an affidavit which she tendered as Ex. DW3/A. She deposed that after the death of her mother Misro Devi on 11.01.2015 a Panchnama was prepared/executed amongst all legal heirs of Smt. Misro Devi. She refused to take her share and divided her share equally as 13 sq. yards amongst her three brothers. Whereas her sister Bimla Devi gave her share of 40 sq. yards to her brother Raj Kumar.

Hence, plaintiff and defendant- 1 should have 53 sq. yards each whereas Raj Kumar has 93 sq. yards. But since her brother Raj Kumar's house was on 100 sq. yards land in possession so he had to give money of 7 sq. yards to the plaintiff and defendant -1, as per market rate. She further stated that plaintiff has already sold his share of property and therefore, in terms of Panchnama /agreement dated 11.01.2015, defendant- 1 is the owner and in possession of the suit property and therefore, the suit property has had an electricity meter in the name of defendant-1 since 28.07.2010.

During her cross examination, DW3 deposed that the plot which was in the name of plaintiff was purchased in the year 1974. The dispute between plaintiff and defendants pertains to the said plot which was purchased by her father in the name of plaintiff/Mangal. She deposed that there are six legal heirs of her father, out of which one of her sisters namely Sheela expired after her marriage. She was having two children. She admitted that in Panchnama dated 11.01.2015, no one from the family of her deceased sister was there and even none of them signed the same. Her sister Bimla Devi has not executed any document regarding 40 sq. yards in favour of her brother Raj Kumar. The property paper of 100 sq. yards is lying in possession of her brother Raj Kumar.

13. DW4 also led his evidence on an affidavit which he tendered as Ex. DW4/A. He generally deposed on the same lines as that of DW3.

During his cross examination, DW4 deposed that both the plots were purchased on different dates with a gap of roughly about 5-7 years. Initially, the plot where the plaintiff was residing was purchased first. He

admitted that the said plots were purchased by the plaintiff and at that time, he was living in his native village. He admitted that he was not present at Delhi when the said plot was purchased. Except Panchnama dated 11.01.2015, no other document was executed in his name regarding the 40 sq. yards share of Bimla Devi. He had a plot of 100 sq. yards out of two plots of 100 sq. yards. His father purchased the said plot of 100 sq. yards in his name after selling the house of the village. He admitted that the plaintiff had permitted the defendants to live in the portion of 100 sq. yards, which was in his name.

14. I have heard the arguments of Mr. V.K. Azad, Ld. Counsel for the plaintiff and Mr. Amit Rathore- Ld. Counsel for the defendants and have carefully perused the record.

15. For the sake of convenience issue nos. 1 & 5 are taken up together.

**ISSUE No. I & V**

***Whether the plaintiff is entitled to a decree for recovery of possession of the suit property bearing No. 424, Sharma Diary Pandit Mohalla, Village Kondli, Delhi area measuring 50 sq. yds. Consisting ground floor and first floor to the plaintiff as prayed for? OPP***

***&***

***Whether the defendants prove that by way of general agreement dt. 11.01.2015, suit property has already partitioned? OPD***

16. The onus to prove issue No-I is upon the plaintiff whereas onus to prove issue No-V is upon the defendants.

17. Plaintiff claimed that he is the absolute owner of the suit property measuring 50 sq yards as the same is part of 100 sq. yards property which he purchased, but later on, he sold 50 sq yards from it. He permitted the defendants to reside in the suit property as a licensee but

after a few months, defendants started quarrelling and abusing him, so seeing their conduct and behaviour, he served a legal notice thereby terminated their license to reside in the suit property, but despite service of notice, they have not vacated the suit property.

18. On the other side, defendant-1 and his wife/defendant-2 claimed that they are residing in suit property because after the demise of mother of plaintiff and defendant-1, all of their siblings entered into a Panchnama/Agreement on 11.01.2015 regarding two houses of 100 yards each, whereby one of their sisters Sarla Devi/DW3 refused to take her share of 40 sq. Yards and she divided her share equally to all her three brothers i.e. plaintiff, defendant-1 and Mr. Raj Kumar/DW4 whereas their other sister Bimla Devi gave her 40 sq. yards share to Mr. Raj Kumar/DW4. So by virtue of the Panchnama/agreement defendant-1 is the owner and in possession of the suit property.

19. Ld. Counsel for the plaintiff argued that there is no dispute that plaintiff is the registered owner of the property 100 sq. yards, comprising suit property as he had sold 50 sq. yards out of 100 sq. yards. He further argued that the defendants claimed the ownership on the basis of Panchnama/agreement dated 11.01.2015 Ex. DW1/1, which is an unregistered document and therefore, same cannot create any right in suit property in favour of the defendant-1.

20. Ld. Counsel for the defendants argued that plaintiff claimed that defendants are residing in the suit property as a licensee, however, he has not disclosed when he allowed defendants to reside as a licensee in the suit property. Further, he argued that the Panchnama/agreement dated

11.01.2015 Ex. DW1/1 is a family settlement and if the same suffers any legal defect then doctrine of estoppel can be invoked to uphold the family settlement and further, the registration of the same has not been required. In support of his arguments he relied upon *Suman Singh Virk Vs. Deepika Prashar and Others MANU/DE/6042/2025*.

21. It is pertinent to note that DW1, DW3 and DW4 all of them in their affidavit in evidence deposed that their parents purchased both the properties each measuring 100 sq yards, which are part of Panchnama/agreement dated 11.01.2015 Ex. DW1/1, but in their cross examination, they deposed that their father late Sita Ram purchased the said properties. Admittedly, defendants have not pleaded anything in their written statement as to who had purchased the two houses of 100 yards each which are part of Panchnama/Agreement dated 11.01.2015 Ex.DW1/1. So the testimony of DW1, DW3 and DW4 are not consistent and corroborative to the pleadings regarding purchase of the properties/ two houses.

22. Further, it is pertinent to note that the defendants and their witnesses testified that one property of 100 sq. yards (comprising suit property) which is part of Panchnama/Agreement dated 11.01.2015 Ex.DW1/1, was purchased by Late Sita Ram – the father of PW1, DW1, DW3, DW4 and Smt. Bimla- in the name of the plaintiff/PW1. Now, it is to be seen whether the plaintiff's father purchased the 100 sq yards property comprising suit property in the name of plaintiff or not ?

23. According to PW1, he purchased the property of 100 sq. yards vide GPA, receipt of payment, agreement to sell dated 06.09.1979 which

he collectively proved as Ex. PW1/2. PW2 proved that the receipt of payment Ex.PW1/2 was registered on 07.09.1997. The receipt of payment is of Rs.1,500/-. It is pertinent that there is no suggestion to PW1 that he had not paid the consideration amount of Rs.1,500/- to the seller of the property but his father paid the said amount or that his father had paid him the entire consideration amount of Rs.1,500/- to purchase the said property.

24. DW1 admitted that he does not have any document to show that the suit property was purchased by his late father in the name of the plaintiff. DW3 testified that her father purchased the plot in the name of plaintiff in the year about 1974 and at that time DW1 was aged about one month and 15 days. DW2, the wife of DW1 testified that her mother in law told her about the properties for which Panchnama/Agreement was made whereas DW4 testified that he was not present in Delhi at the time of purchase of the property. It is clear from the testimony of all the DW1, DW2, DW3 and DW4 that none of them is the witness to the fact that the consideration amount was paid by the father of PW1, DW1, DW3 and DW4 to purchase the property in the name of the plaintiff.

25. Further, it is pertinent to note that DW1 admitted that the plaintiff was the owner of 100 sq. yards and therefore, he had sold a 50 sq. yards portion to someone and the remaining portion is the suit property. DW4 also admitted that both of the properties were purchased by the plaintiff. Admittedly, defendants have not brought any documentary evidence on record to prove that land of 100 sq. yards comprising suit property was purchased by Late Sita Ram in the name of the plaintiff.

26. In view of the above discussion, I am of the view that the defendants have failed to establish that defendant-1 and plaintiff's father purchased the 100 sq yards property comprising suit property in the name of plaintiff.

27. Plaintiff/PW1 admitted his signatures on Panchnama/Agreement dated 11.01.2015 Ex. DW1/1 which is in respect of his 100 sq yards land and of another 100 sq yards land whose registered owner has not been disclosed either in Panchnama/Agreement Ex. DW1/1 or in the pleadings of the parties and their evidence but the same is in the possession of the DW4/Mr. Raj Kumar.

28. Admittedly, Panchnama/agreement Ex. DW1/1 is between plaintiff, defendant-1 and their brother Raj Kumar and sisters Sarla Devi and Bimla Devi. There is nothing on record as to how the plaintiff's 100 sq. yards land which is a part of Panchnama/agreement Ex. DW1/1 came into the family pool of the parties for the partitioning of the same. Further, Panchnama/agreement Ex. DW1/1 was not executed between all the legal heirs of their parents as DW3 deposed that they had one more sister namely Sheela who had expired after her marriage and she was survived with a son and a daughter. It is not in dispute that Panchnama agreement Ex. DW1/1 has no details/mention of the LR's of their deceased sister Sheela.

29. Further, the nomenclature of Panchnama agreement Ex. DW1/1 reveals that two sisters relinquished their share in respect of the property measuring 200 sq yards (100 + 100 sq yards). There is no demarcation of the share of the parties in Ex. DW1/1. Admittedly, plaintiff has not

transferred his property of 100 sq yards to anyone either by a sale deed or gift deed in view of provision of Transfer of Property Act and the Registration Act. It is pertinent that Raj Kumar/DW4 still occupies 100 sq. yards. It is also admitted that plaintiff has sold 50 sq yards out of his 100 sq yards and remaining 50 sq. yards is the suit property wherein the defendants are residing. The Panchnama agreement dated 11.01.2015 Ex. DW1/1 has a clause which is read as under:-

*“ yeh faisla teeno bhaiyon aur dono behno ne sweekar kar liya ha. Manoj Kumar ke pass Khasra No. 302 main se, Mangal Sain ne 50 gaz jameen de di ha, parantu Manoj Kumar ko uss Jameen ko bechne ka koi bhi adhikar nahin hoga”*

30. It is clear from the Panchnama agreement Ex. DW1/1 that the plaintiff has given 50 sq. yards i.e. suit property to the defendant-1 without any rights to sell it. DW4 admitted that plaintiff had permitted defendant-1 to live in the portion of 100 sq. yards which was in his name. It is also pertinent that the suit property was having an electricity connection in the name of the PW1 who authorized DW1 in writing to take electricity connection in the suit property in his name so DW1 has the electricity bills in his name in respect of suit property since 28.07.2010. As such, the property which belongs to the plaintiff cannot be partitioned by way of Panchnama/agreement Ex. DW1/1.

31. In view of aforesaid discussion, I am considered view that plaintiff (now deceased) was the owner of 100 sq yards of land out of which he had sold 50 sq. yards and remaining 50 sq. yards is the suit property wherein he allowed the defendants to reside in the same so defendants are merely a licensee in the suit property.

32. The ratio of case law Suman Singh Virk (*supra*) is not applicable in the present facts and circumstances of the case as in that case the family settlement arrived between mother of the appellants and their brother Late Nidhish Parashar (husband of respondent-1) on 27.11.2012 in respect of property of Late Sh. Jamna Dass who was husband of the appellant's mother and thereby each of two was given ½ undivided share. But in the case in hand the settlement/Panchnama/agreement Ex. DW1/1 was executed in respect of an immovable property of a living person i.e. plaintiff.

33. PW1 deposed that for last few months, defendants started quarrelling and abusing him, so seeing their conduct, he did not want them to reside in the suit property and therefore he terminated their license by serving them a legal notice Ex.PW1/3 but despite service of notice, they did not vacate the suit property. DW1 admitted that the plaintiff has sent him a legal notice for vacating the suit property. It is clear that despite termination of license, the defendants have not handed over the possession of suit property to the plaintiff.

34. In view of the above discussion, I hold that plaintiff is entitled for recovery of possession of the suit property from the defendants as issue no-I is decided in favour of the plaintiff, whereas issue No.-V decided against the defendants.

### **ISSUE No. II**

***Whether the plaintiff is entitled to a decree for damages of Rs.10,000/- per month besides water and electric charges w.e.f filing of present suit till handing over the peaceful vacant possession of suit property for unauthorizing use and occupation of suit property, as prayed for? OPP***

35. The onus to prove issue is upon the plaintiff -who as PW1 testified that defendants have failed to vacate the suit property even after receiving the legal notice Ex. PW1/3, so they are unauthorized occupants in the suit property and therefore, liable to pay damages @ Rs. 10,000/- per month besides water and electricity charges as per their consumption from date of filing of the suit till handing over the possession of the suit property.

36. DW1 admitted that the plaintiff has sent him a legal notice for vacating the suit property. It is not in dispute that the defendants have not vacated the suit property and they are still in possession of the same, so the defendants are in unauthorized occupation of the suit property.

37. Plaintiff claimed use & occupation charge of the suit property from the defendants as Rs. 10,000/- per month excluding water and electricity charges, which they require to pay as per their consumption. DW1 admitted that if the property (suit property) in which he is residing is let out, the same can fetch a rent of Rs.10,000/- per month for ground floor only. It is pertinent that defendants are not only in possession of the ground floor but also of the first floor, so LR's of the plaintiff are entitled for use and occupation charges/damages @ Rs. 10,000/- per month for the suit property w.e.f. 25.08.2022 till the handing over the possession of the suit property. Further, any outstanding/payment due towards electricity and water consumption charges shall be borne by defendants.

38. In view of the above discussion, the aforesaid issue is decided in favour of the plaintiff.

### **ISSUE No. III**

#### ***Whether the plaintiff is entitled for a decree for permanent injunction***

*against the defendant No.1 and 2 and their LRs, servants, attorneys etc., thereby restraining them from selling, alienating, transferring and creating any third party interest in the suit property, as prayed for?*  
**OPP**

39. The onus to prove issue is upon the plaintiff who as PW1 deposed that defendants threatened him so many times that they would defeat his rights in the suit property by selling it or creating third party interest in the same. He also deposed that both defendants are intending to sell the suit property by adopting all illegal means.

40. PW1 admitted that he has not placed on record any complaint against defendants regarding their threats to dire consequence or to create third party interest but he claimed that he has made complaints against defendants. There is no suggestion that he has not made any complaint against them. Even otherwise, defendants are in possession of the suit property, and in case they will create any third party interest in the suit property, it will create multiplicity of litigation. Hence, the plaintiff is also entitled for permanent injunction thereby restraining the defendants from selling, alienating, transferring and creating any third party interest in the suit property.

41. In view of the above, the aforesaid issue has decided in favour of the plaintiff.

**ISSUE No. IV**

*Whether the defendants prove that the plaintiff has concealed the true material and relevant facts from the court and has not come to the court with clean hands? OPD*

42. The onus to prove this issue is upon the defendants. However they neither led any evidence nor advanced any arguments to prove this issue.

Further, defendants have not deposed what are the true and material facts which plaintiff has concealed. As such, this issue is also decided against the defendants.

**ISSUE No. VI/Relief**

43. In view of findings recorded on issue no. I, II, & III, the suit is decreed and therefore, a decree of possession is passed in favour of the plaintiff/LRs of the plaintiff and against the defendants in respect of the suit property (as shown in site plan Ex.PW1/1). Further, defendants are restrained from selling, alienating, transferring and creating any third party interest in the suit property and further they are directed to pay the damages @ Rs. 10,000/- per month w.e.f. 25.08.2022 till the handing over the possession of the suit property to the plaintiff and they will also clear any outstanding towards electricity and water consumption, till handing over the possession.

44. Costs of the suit are also awarded to the plaintiff. Decree sheet be prepared.

45. File be consigned to the record room.

**Announced in the open Court  
on 19<sup>th</sup> Day of March, 2026**

**(RAVINDER SINGH-1)  
District Judge-03, Court No.206, N/B,  
East District, Karkardooma Courts, Delhi**