

41 CS DJ 428/2015 58092/16 GANGA PRASAD ORS Vs.
DINESH KUMAR GUPTA

03.06.2026

Present: Sh. AK Tripathi, Ld. Counsel for plaintiff along with son of the plaintiff.
Sh. Sanjeev Kumar Sharma, Ld. Counsel for defendant along with defendant.

1. An application u/s 151 CPC seeking compensation to the tune of Rs. 800000/- is filed by the plaintiff. It is submitted by the Ld. Counsel for plaintiff that the matter was settled in the mediation and in consonance of the settlement half of the property was purchased by the plaintiff for a sum of Rs. 50 Lakh.
2. Despite payment of Rs. 50 Lakh, defendant did not turn up to hand over the possession of the suit property. Further, when the NBW issued against the defendant, then the keys of the property was handed over to the plaintiff in court.
3. After getting the possession of the suit property, when the plaintiff inspected the suit property, it was found that the property was damaged by the defendant and it appears that almost Rs. 800000/- is likely to be spent on the renovation of the suit property.
4. ***Per contra***, Ld. Counsel for defendant submits that there is no condition in the settlement agreement which shows the condition of the property and it is a false and frivolous allegation that the suit property have been damaged by the defendant.

5. Further, the suit property is more than 23 years old and due to wear and tear such damage has taken place in the suit property.
6. Accordingly the application is sans merits and dismissed with cost
7. Heard. Considered. I am of the view that preliminary decree in the present suit was passed on 29.11.2019 wherein LC was appointed ascertain the mode of partition. The LC report dt. 27.09.2022 shows that the property may be partitioned exactly the half in length from both sides. Accordingly, in the mediation wherein the settlement agreement dt. 06.02.2023 was reached between the parties wherein the plaintiff agreed to purchase the half share of the suit property from the defendant against the sale consideration of Rs. 50 Lakhs.
8. The plaintiff paid Rs. 50 Lakhs to the defendant and subsequently, the keys of the suit property was handed over to the plaintiff in the court. After taking of the possession of the suit property, the defendant has preferred an application u/s 151 CPC damages/compensation to the tune of Rs. 800000/-.
9. I am of the view that present application is completely misplaced as the settlement agreement dt. 06.02.2023 stood satisfied with the delivery of the property to the plaintiff and subsequently on verification if the plaintiff is aggrieved by the fact that the property is in dilapidated condition, then it is a separate cause of action and separate suit will lie.

10. The plaintiff/applicant is claiming Rs. 800000/- as compensaton/damages. Separate court fees also lies in the present case.
11. It is the case of the applicant/plaintiff that the defendant/non applicant had deliberately damaged the suit property and after causing damage to the suit property, the possession was handed over to the plaintiff. I have perused the photographs filed along with the application and it appears that the suit property was not occupied by anyone and due to which the damage and water seepage has taken place.
12. Further, it does not appear that deliberately the suit proeprty was damaged by anyone.
13. In view of the above, the application u/s 151 CPC filed by the plaintiff seeking damages/compensation is dismissed sans merits.
14. Put up for arguments on **14.08.2026**

(Akbar Siddique)
DJ-04, North, Rohini Courts,
Delhi/03.06.2026