

4 EX 106/25

SH JAGMOHAN BHARTI Vs. SH CHARAN SINGH

06.06.2026

1st call at 10:15am

Present: None for DH.
Ms. Kiran Gupta, Ld. counsel for JD along with JD.
Ld. proxy counsel for Sh. M.L.Gupta, Ld. counsel
for objectors namely Sh. Neeraj Bharti and Nima
Rani.

An application under Order XXI Rule 64 r/w Rule 66 and 67 of CPC for sale of the attachment of immovable property by public auction and settlement of proclamation of sale (I.A. No.1/2026) filed on behalf of DH.

An application/objection under Section 47 r/w Order XXI Rule 97, 98, 99 and 101 CPC (I.A. No.2/2026), application under Section 151 CPC seeking stay of operation of execution proceedings (I.A. No.3/2026), list of documents along with documents filed on behalf of objector namely Neeraj Bharti.

An application/objection under Section 47 r/w Order XXI Rule 97, 98, 99 and 101 CPC (I.A. No.4/2026), application under Section 151 CPC seeking stay of operation of execution proceedings (I.A. No.5/2026), list of documents along with documents and Vakalatnama filed on behalf of objector namely Nirma Rani.

At request of Ld. proxy counsel for objector, matter is pass over for 11:00am.

(Deepanker Mohan)
District Judge-04
Shahdara District/KKD Courts/Delhi
06.06.2026

2nd call at 11:49am

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Present: Sh. Anil Nitin, Ld. counsel for DH.
Ms. Kiran Gupta, Ld. counsel for JD along with JD.
Sh. M.L. Gupta, Ld. counsel for objectors namely
Sh. Neeraj Bharti and Nima Rani.

Copies of objections supplied to Ld. counsel for DH.

Ld. counsel for DH on instructions submits that DH does not wish to file replies to applications/objections and he is ready to address arguments straightaway.

I.A. No.2/2026 (application/objection under Section 47 r/w Order XXI Rule 97, 98, 99 and 101 CPC and I.A. 3/2026 (application under Section 151 CPC).

Heard.

Objector Sh. Neeraj Bharti has preferred the objections on the ground that he is in possession of part of subject property as tenant on the basis of rent agreement-cum-security agreement dated 11.01.2024. Copy of rent agreement cum security agreement has been filed along with the objections.

As per rent agreement cum security agreement dated 11.01.2024, JD has let out the ground floor and one room set with kitchen, bathroom and latrine on second floor of the subject property to objector namely Sh. Neeraj Bharti for the period of 22 months w.e.f 11.01.2024.

As per Section 17(1) (d) of the Registration Act, lease of immovable property from year to year or for any term exceeding one year or reserving the yearly rent is compulsory required to be registered.

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Admittedly, the rent-cum-security agreement dated 11.01.2024 is an unregistered agreement, therefore, the same is hit by Section 49 of Registration Act. The transaction mentioned in the agreement does not affect any portion of the subject property and therefore, no right or interest has been created in favour of objector in any portion of the subject property. Thus, the application/objection under Section 47 r/w Order XXI Rule 97, 98, 99 and 101 CPC (I.A. No.2/2026) stands **dismissed and accordingly disposed of.**

Consequently, application under Section 151 CPC (I.A. No.3/2026) is also **dismissed being infructuous and accordingly disposed of.**

I.A. No.4/2026 (application/objection under Section 47 r/w Order XXI Rule 97, 98, 99 and 101 CPC) and I.A. No.5/2026 (Application under Section 151 CPC).

Heard.

Objector Nirma Rani has preferred the objections on the ground that she is in possession of part of subject property as tenant on the basis of rent agreement dated 23.03.2021. Copy of rent agreement has been filed along with the objections.

Perusal of the rent agreement dated 23.03.2021 reflects that the same has already expired by efflux of time.

During the course of arguments, Ld. Counsel for DH submits that objector Nirma Rani is the step sister of JD Charan Singh and they are hand in gloves with each other and have filed

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the present objections in order to protract the proceedings of the present execution petition.

Ld. counsel for objectors concedes the fact that objector namely Nirma Rani is the step sister of JD namely Charan Singh. He further submitted that after expiry of rent agreement dated 23.03.2021, the tenancy of Nirma Rani has not been extended by written document. He further submitted that till date, JD has not filed any suit for eviction in respect to the tenanted premises (portion of subject property) against objector namely Nirma Rani before any Court of law.

As the tenancy of objector Nirma Rani has already expired, therefore, she has no right to be in possession in the portion of the subject property.

Non-filing of eviction petition by JD against Nirma Rani would not affect the rights of DH for executing the money decree dated 11.03.2025 against JD and his properties.

Objector namely Nirma Rani has a right to claim an amount of Rs.3 lakhs against JD by filing a separate suit, if JD is not voluntarily willing to pay the same to her. However, she has no right to be in possession of the ground floor of the subject property on the ground that JD has not paid/returned an amount of Rs.3 lakhs to her. Objector Nirma Rani has no right to create obstructions/hinderance in the execution of the decree in hand.

In view of the observations, **application/objection under Section 47 r/w Order XXI Rule 97, 98, 99 and 101 CPC (I.A. No.4/2026) stands dismissed and accordingly disposed of.**

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Consequently, application under Section 151 CPC (I.A. No.5/2026) is dismissed and accordingly disposed of.

I.A. No.1/2026 (application under Order XXI Rule 64 r/w Rule 66 and 67 of CPC).

Ld. counsel for JD submits that the entire subject property is a four story building constructed from ground floor to third floor. She further submits that the objectors have filed the site plan along with their objections. She further on instructions submits that first floor of the property bearing No.197, street Ganga Ram, Bara Thakur Dwar, Teliwara, Shahdara, Delhi-32 be sold through public auction. She further submits that the value of the first floor of the subject property is approximately Rs.22 lakhs.

Ld. counsel for DH, on instructions submits that he has no objection if only first floor of the subject property be put to sale through public auction.

Heard.

Accordingly, the market price of the first floor of the property bearing No.197, street Ganga Ram, Bara Thakur Dwar, Teliwara, Shahdara, Delhi-32 which is subject matter of the auction is fixed as Rs.22 lakhs as reserve price and the property should not be sold below Rs.22 lakhs in any case.

Proclamation be published on 10.07.2026 in the newspaper 'Veer Arjun' Hindi Edition, and 'The Statesman' English Edition on filing of PF and on depositing of requisite charges. Proclamation be also displaced on the notice board of

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the District Courts on **10.07.2026**. Proclamation be also made on conspicuous place of the property in question in the presence of witnesses. Beating of drum be made on **10.07.2026** between 2 PM to 4 PM on filing of PF, The date of sale of the property in question by public auction by the court auctioneer is fixed as **27.07.2026** between 10 AM to 2 PM. The date of return of publication is fixed on or before **08.08.2026** and report be filed on or before **13.08.2026**.

The court auctioneer will observe the following conditions of sale:

- 1. The parties of the present case are also entitled to bid in the present auction.**
- 2. The particulars specified in the schedule have been stated to the best of the information of the Court but the Court will not be answerable for any error, mis-statement or omission in this proclamation.**
- 3. The amount by which the biddings are to be increased shall be determined by the officer conducting the sale. In the event of any dispute arising as to the amount bid, or as to bidder, the property shall at once be again put up to auction.**
- 4. The highest bidder shall be declared to be the purchaser of the property, provided always that he is legally qualified to bid, and provided that it shall be in the discretion of the court or officer holding the sale to decline acceptance of the highest bid when the price offered appears so clearly inadequate as to make it advisable to do so.**

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5. For reasons recorded, it shall be in the discretion of the officer conducting the sale to adjourn it subject always to the provisions of Rule 69 of Order XXI.

6. The person declared to be the purchaser shall pay immediately after such declaration a deposit of 25% of the amount of his purchase-money to the officer conducting sale, and in default of such deposit the property shall forthwith be put up again and re-sold.

7. The full amount of the purchase-money shall be paid by the purchaser before the court closes on the 15th day after the sale of the property, exclusive of such day, or if the 15th day be a Sunday or other holiday, then on the first office day after the 15th day.

8. In default of payment of balance of the purchase money within the period allowed, the property shall be re-sold after the issue of a fresh notification of sale. The deposit, after defraying the expenses of the sale, may, if the court thinks fit, be forfeited to Government and the defaulting purchaser shall forfeit all claim to the property or to any part of the sum for which it may be subsequently sold.

Copy of this order be given to the Court Auctioneer namely Sh. K.K. Pandey, Mobile No.9868354438, e-mail ID- kamal_k_bhartee@yahoo.com/kkpadvocate2005@gmail.com, Chamber No.G-506, 5th Floor, Lawyer's Chamber, KKD Courts Complex, Delhi for compliance.

Copy of this order be sent to Court Auctioneer.

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Copy of order be also give dasti to Ld. Counsel for the DH.

Application under Order XXI Rule 64 r/w Rule 66 and 67 of CPC (I.A. No.1/2026) is hereby allowed and accordingly disposed of.

Put up for compliance and further proceedings on 13.08.2026.

(Deepanker Mohan)
District Judge-04
Shahdara District/KKD Courts/Delhi
06.06.2026