

20 CS 642/25

ATUL SODHI Vs. PRATEEK SACHDEVA

07.05.2026
AT 11:50 AM

Present: Sh. Siddhant Kumar, Ld. Counsel for the plaintiff.
Ms. Glory Rana, Ld. Counsel for defendant no.1
through VC.
Sh. BK Jha, Ld. Counsel for D-2.

Ld. Counsel for D-1 on instructions submits that D-1 is residing in the suit property since the date of her marriage with D-2. She further submits that the suit property is a shared household of D-1. She further on instructions submits that D-1 has no intention to sell, alienate, dispose of or create any third party right or interest in the suit property. She further on instructions submits that D-1 has no intention to make or conduct any material alternation in the suit property.

Ld. Counsel for D-2 submits that D-2 has taken the suit property on rent from the father of plaintiff namely Kulbhushan Sodhi in the month of June, 2015. He further submits that in the year 2015, rate of rent was Rs.22,000/- to Rs.23,000/- per month excluding electricity and water charges. He further on instructions submits that D-2 has vacated the suit property in the month of September, 2022. He further submits that since September, 2022, D-2 is not residing with D-1 in the suit property. He further submits that as on date, the suit property is in possession of D-1, however, she is not residing in the same. He further submits that D-2 has paid rent @ Rs.25,000/- to

plaintiff till July, 2023. He further submits that thereafter, D-2 has stopped paying rent to plaintiff. He further submits that D-2 is paying interim maintenance of Rs.30,000/- per month to D-1 in compliance with the order passed by the Court of Sh. Sanjeev Jain, the then Ld. Judge, Family Court, East District, KKD Courts, Delhi. He further submits that in compliance with the order passed by the Ld. Mahila Court, East District, KKD Courts, Delhi, D-2 had paid rent to plaintiff up-till July, 2023.

Separate statement of D-2 recorded in this regard.

On the query of this Court, Ld. Counsel for D-1 submits that after July, 2023, D-1 is paying the rent to the wife of plaintiff through banking channel in respect to suit property.

At this stage, Ld. Counsel for plaintiff submits that D-1 is not paying rent to plaintiff after December, 2025.

Considering the factual matrix of the case, submissions made by Ld. Counsels and statement of D-2, defendant No.1 is hereby restrained from selling, disposing or creating any third party right or interest in the suit property in any manner whatsoever during the pendency of the present suit. D-1 is also restrained from making or conducting any material alternations in the suit property, during the pendency of the suit.

Application under Order XXXIX Rule 1 and 2 is accordingly disposed off.

As defendants have appeared in the present suit, therefore, application under Section 151 CPC r/w Order V CPC (IA No.1/2026) stands dismissed being infructuous and accordingly disposed of.

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D-1 and plaintiff are directed to file the details/particulars of rent paid/received along with the relevant bank statements of their accounts.

D-2 is directed to file the copies of the orders passed by the Family Court and Mahila Court.

Parties are directed to appear in person on the next date of hearing.

Put up for compliance, admission and denial of documents and framing of issues on 03.06.2026.

(Deepanker Mohan)
District Judge-04
Shahdara District/KKD Courts/Delhi
07.05.2026