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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 185/2021**

MASTER ARMAAN GULATI (MINOR) & ANR. Plaintiffs
Through: Mr. R.Y. Kalia, Adv. (M:
9717490094)

versus

GEETA GULATI, ALIAS SWARAN KANTA
& ORS. Defendants
Through: Mr. Mohit Bakhshi, Adv. for D-1 & 2
with Defendant No.1 Mrs. Geeta
Gulati and Defendant No.2 Mrs
Kompal Gulati joined through VC
from US. (M: 9820609360)

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **04.03.2024**

1. This hearing has been done through hybrid mode.

I.A.4831/2024 (for early hearing)

2. Defendant No.1 Mrs. Geeta Gulati @ Swaran Kanta and her daughter Mrs. Kompal Gulati, who is sister of Mr. Mayank Gulati and daughter of Defendant No.1 have joined virtually from the US. Mrs. Kompal submits that her mother lives with her and her medical condition is not very good. They wish to convey their stand to the Court – even through virtual mode. They had appeared on the last date of hearing as well. It is their stand that the assets of Late Shri Surendra Gulati vests with Defendant No.1 and with the Plaintiffs. However, they do not have any objection to give 1/3rd of the said assets in favour of the Plaintiffs in order to bring a final settlement to the disputes between the parties.



3. On behalf of Defendant Nos. 1 and 2, it is also submitted that the property bearing No.97, Block-A, Sector-105, admeasuring 400 Sq. Meters, which was in the name of Mr. Mayank Gupta, 50% of the same has been transferred in the name of Defendant No.2 prior to his demise.

4. However, in order to end all the disputes, the Defendant No.2 is also willing to transfer 1/3rd of the said property in favour of the Plaintiffs. The only concern expressed on behalf of Defendant Nos.1 and 2 is that Defendant No.1 has various medical issues as she is undergoing dialysis also and all the expenses incurred are being borne by daughter Mrs. Kompal Gulati. It is requested on their behalf that some part of the expenses ought to also be borne by the Plaintiffs, who are now getting 1/3rd share.

5. The above statement has been recorded virtually on behalf of the Defendants and they have been identified by Mr. Mohit Bakshi, who is their Counsel.

6. Considering that all the movable and immovable assets are in India, it is directed that the Defendant Nos.1 and 2 shall be bound by the above statement given today.

7. List at 2:00 pm today for recording the statement of the Plaintiffs.

PRATHIBA M. SINGH, J.

MARCH 4, 2024/dk/bh

At 3: 00 PM

8. At this stage, today a statement has been recorded on behalf of the Defendant Nos.1 and 2 that they have no objection if a preliminary decree is passed declaring the Plaintiffs as owners of 1/3rd share in the movable and



immovable assets as listed in the plaint, in the following manner.

S. No.	Plaintiff/Defendant	Share in movable and immovable properties
1.	Master Armaan Gulati (Minor)	1/3rd jointly
2.	Smt. Jyotsana Gulati	
3.	Smt. Geeta Gulati Alias Swaran Kanta	1/3rd
4.	Mrs. Kompal Gulati	1/3rd

9. The case of the Plaintiffs in paragraph 55 of the plaint is that the Plaintiffs are jointly the co-owners of 1/3rd undivided share of the immovable and immovable properties.

10. In view of the statement of Defendant Nos. 1 and 2 recorded today, and the stand of the Plaintiff in the plaint, a preliminary decree would deserve to be passed declaring the Plaintiffs, Defendant No.1 and Defendant No.2 as 1/3rd owners of the movable and immovable assets forming part of the suit.

11. Insofar as the list of movable and immovable properties are concerned, the tentative list is set out below:

“Immovable Properties

- Property bearing No. H-35/5 having an area measuring 336 sq. Mtrs. situated at DLF Qutab Enclave Complex Gurugram, Haryana was purchased in the name of the Defendant No. 1 by Late Surendra Gulati who had also contributed/ paid the sale consideration amount in installments from his Accounts as well as from the Account of "Ad Spots" and others Accounts of family members in a fiduciary capacity.*
- Property bearing No. D-27 having an area 297 sq. Yds situated at Mansarover Garden, New Delhi was purchased in his own name from*



his own funds, through Cheque/ Drafts for the benefit of his entire family.

- c) Land Measuring 1 Bigha 17 Biswasa bearing Khata No. 2125/ 1768 situated at Muza Kasauli Pargana Basal Tehsil Kasauli District Solan Himachal Pradesh was purchased in the name of Defendant No. 1 in a fiduciary capacity for the benefit of the family and the sale consideration was contributed/ paid by Late Surendra Gulati from the Firm "Ad Spots"
- d) Plot bearing No: 97 Block A in sector 105 having an area measuring 450 sq. Mtrs. situated at Noida, Uttar Pradesh was purchased in the name of Late Mayank Gulati in a fiduciary capacity and the sale consideration has been contributed from the accounts of "Ad Spots" and also from the accounts(s) of other family members. It is submitted that after taking the possession of the above said Plot a single storied house was constructed and the entire cost of construction of the said Plot had been paid and contributed from the account of "Ad Spots".

Property mentioned at serial (a) above is situated in the Municipal Limits. of Municipal Corporation of Gurugram in Gurugram Haryana. Property mentioned at Serial (b) above, is situated within the Municipal limits of Municipal Corporation of Delhi.

Movable properties

- i. Overdraft Current Bank Account bearing Old No. (9836), New No. 90061210000180.
- ii. Overdraft Current Bank Account bearing No. 532204010032023.
- iii. Saving Bank Account bearing Old No. (14328) New Account No. 90062010008831.
- iv. Current bank Account bearing No. 532201010036077.
- v. Saving Bank Account bearing No. 90062010018443.
- vi. Saving Bank Account bearing No. 910010012113834.
- vii. Saving Bank Account bearing No. 435602010008191.
- viii. Saving Bank Account bearing No.435604010028147.
- ix. Post Office Account bearing No. 533348.
- x. Post Office Account bearing No.533406
- xi. Post Office Account bearing No.533202
- xii. Saving Bank Account bearing Old No.(17053) New Account No.



90062010012235

- xiii. *Saving Bank Account bearing No. 912010040101584.*
- xiv. *Saving Bank Account bearing No.90062010049569.*
- xv. *Post Office Account bearing No. 47014.*

12. The above properties are being listed for the purposes of reference. However, there appears to be some dispute in respect of the immovable property at paragraph (C) above in Kasoli, in respect of which the Plaintiffs and Defendants' Counsel shall confirm with the parties and give the exact measurements of the property.

13. According to Id. Counsel for the Plaintiffs, currently only 13 biswas of the said land is remaining in the name of Defendant No.1. This shall be verified by Id. Counsel for the Defendants.

14. Insofar as the order dated 11th February, 2022 is concerned, there are two lockers, which were to be inspected by the Local Commissioner. However, Id. Counsel for the Plaintiffs submits that there was an error in mentioning the locker number. The said lockers shall now read as:

(i) Locker No.213 in Axis Bank, Mansarover Garden branch, New Delhi.

(ii) Locker No. 166 in Axis Bank, Mansarover Garden branch. New Delhi.

15. In this view of the matter, **Mr. Rajesh, Assistant Registrar, Delhi High Court (Mob:- 9873082510)** is now appointed as the Local Commissioner. Let the Local Commissioner inspect the said lockers on a date mutually convenient to both the parties, and give an inventory of the said locker on the next date of hearing in terms of order dated 11th February 2022 as set out below:



- i. Local Commissioner shall prepare an inventory and take photographs of the belongings in the aforesaid two lockers.
 - ii. Local Commissioner shall also take the photographs of the register maintained by the Bank in respect of the said lockers from 28th December, 2020, the date when the husband of the plaintiff expired, till the date of execution of the commission.
 - iii. The commission shall be executed in the presence of the plaintiffs and/or their authorised representatives/advocates or defendants' advocates/authorised representatives.
 - iv. In the event the keys of the aforesaid two lockers are not available with the parties or the said Bank, the Manager of the said Bank will facilitate the opening of the said lockers, even if that is done by breaking open the locks. If such a contingency arises after the belongings are inventorised, parties shall agree on how the same are to be distributed. If the agreement is not arrived at, the bank will provide a fresh locker and give the keys to both the parties. Charges shall be borne by both parties equally for the new locker.
 - v. Fees of the Local Commissioner is fixed at Rs.50,000/- plus out of pocket expenses and shall be borne by the Plaintiffs.
 - vi. Local Commissioner to file his report two days after execution of the commission.
16. Mr. Bakshi, Id. Counsel has also pointed out that certain orders would have to be passed in view of the withdrawal to the sum of Rs.29,85,000/- by the Plaintiffs as recorded in the order dated 7th February, 2023.
17. Accordingly, the parties shall bring a complete agreed list of movable



and immovable assets jointly qua which a preliminary decree is to be passed.

18. If there is any disagreement qua any asset or amount, the same shall be separately listed out, which shall be considered by the Court before passing of the preliminary decree.

19. In view of this, list the matter on 3rd April, 2024, the date already fixed for passing of preliminary decree.

20. Early hearing is disposed of.

PRATHIBA M. SINGH, J.

MARCH 4, 2024/dk/bh