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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(OS) 628/2021**

DR RENU PURI

..... Plaintiff

Through: Ms. Samvartika Pathak and Mr.
Sawne Sarraf, Advocates.

versus

SMT ANU MAHAJAN

..... Defendant

Through: Mr. Sujeet Beniwal, Advocate.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

% **22.03.2022**

I.A. No. 4417/2022 (for clarification/modification of the order dated 30th November, 2021)

1. This application has been filed on behalf of the plaintiff seeking modification/clarification of the order dated 30th November, 2021 passed by this Court.
2. The present suit has been filed seeking partition in respect of the properties mentioned in paras 7, 9 and 10 of the plaint along with the property bearing no. 184-C, DDA MIG Flats, Rajouri Garden, New Delhi - 110027, which is described in para 6 of the plaint.
3. The relevant observations of this Court in the order dated 30th November, 2021 are reproduced below:-

“5. It is also stated the defendant is trying to dispose of the properties detailed in various paras of the plaint, belonging to her parents and in fact defendant as allegedly created an Agreement to Sell in her favour for flat No.184-C, DA MIG Flats,



Rajouri Garden, New Delhi-110027 and hence she be restrained from interfering with the title and possession of the properties. In the circumstances, status quo be maintained qua title and possession of the properties mentioned in paras, 7, 9 and 10 of the plaint by both the parties.”

4. The counsel for the plaintiff submits that inadvertently, the aforesaid property at Rajouri Garden has not been covered under the *status quo* order passed by this Court on 30th November, 2021 and therefore, the said order should be modified accordingly.

5. The counsel appearing on behalf of the defendant draws attention of the Court to Prayer 3 of the plaint, which is set out below:

“3. Pass a decree of declaration of agreement to sell dated 29.11.2003, alleged to be executed by the defendants as null and void and consequently be cancelled.”

6. He states that the aforesaid property, which is the subject matter of the Prayer 3, was transferred in his favour by his late father, Mr. Ramesh Chander Malhotra, through a registered agreement to sell dated 29th November, 2003, which has been filed by the plaintiff along with the plaint. Therefore, the *status quo* order passed on 30th November, 2021 did not cover the said property.

7. I find merit in the submission of the defendant. Obviously, the aforesaid property in Rajouri Garden is in a separate category as compared to the other properties of the deceased, in as much as, a registered agreement to sell has been executed by the deceased father in favour of the defendant.

8. Therefore, while passing *status quo* orders in respect of the other properties that belonged to the father, no *status quo* order was passed *qua* the aforesaid property.



9. In the event the plaintiff succeeds in the suit, the plaintiff would also be entitled to his share in the aforesaid property. However, till then, there is no basis for granting *status quo* order in respect of the aforesaid property.
10. Accordingly, the present application is dismissed.

MARCH 22, 2022
Sakshi R.

AMIT BANSAL, J