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

I.A. Nos.11297/2012, 9133/2013, 9289/2015, 4460/2017, 7934/2017,
7935/2017, 16641/2018 & 614/2019 in
+ CS(OS) 543/2012

AMARJEET SINGH GUJRAL Plaintiff
Through : Ms. Kanchan Kaur Dhodi, Adv.

versus

JUNG BAHADUR SINGH GUJRAL & ORS Defendants
Through : Mr. Ajay Kumar Tandon and
Mr. Himanshu Dubey, Advs.
for D-1,2,3,5 & 6.
Mr. Ajay Bahl, Adv. for D-7&9.

CORAM:
HON'BLE MR. JUSTICE J.R. MIDHA

ORDER
21.01.2019

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I.A.No.614/2019

1. Defendant nos.1 and 2 are seeking permission to let out the property bearing No.E-28, South Extension, Part – I, Delhi – 110049 at a monthly rent of Rs.2,25,000/- for a period of three years with 5% increase of rent every year along with a security deposit of Rs.5,00,000/-.
2. This is a suit for partition of property bearing No.E-28, South Extension, Part – I, Delhi – 110049. Vide interim order dated 2nd March, 2012, confirmed on 19th October, 2012, this Court directed the parties to maintain status quo with respect to title and possession of the suit property. At that time, the suit property was with the tenant of defendant nos.1 and 2 and defendant nos.1 and 2 were collecting the rent in respect of the suit property.
3. Vide order dated 19th October, 2012, this Court directed the defendant



nos.1 and 2 to keep 1/20th share of the rent in a fixed deposit which shall not be encashed without the permission of this Court.

4. Vide order dated 12th July, 2013, this Court directed the defendant nos.1 and 2 to file the statement every two months giving details of the rent received from the tenant.

5. On 3rd July, 2015, defendant nos.10 and 11 submitted that they would be vacating the subject premises and shall deposit the keys in Court by 6th July, 2015 whereupon this Court directed that the parties shall seek permission of this Court before letting out the suit property.

6. Vide order dated 8th October, 2018, this Court directed the keys of the suit property to be handed over to counsel for the defendant Nos.1 and 2 for being shown to the prospective tenant.

7. The plaintiff as well as learned counsel for defendant nos.7 and 9 strongly oppose the application. The learned counsel for the plaintiff submits that defendant nos.1 and 2 have violated the orders of this Court and therefore, they should not be permitted to let out the suit property. It is further submitted that the market rent of the suit property is between Rs.2.75 lakh to Rs.3 lakh per month and suit property is being let out at a lower rent. Defendant nos.7 and 9 are not aware of the market rent but they oppose letting out of the suit property by defendant nos.1 and 2.

8. Learned counsel for the plaintiff has handed over a copy of the draft lease deed according to which the property is proposed to be let out for a period of three years at a monthly rent of Rs.2,25,000/- with 5% increase of rent every year. Copy of the draft lease deed has been handed over to the counsel for the non-applicants.

9. At the time of institution of the suit, the suit property was with the tenant of defendant nos.1 and 2 and defendant nos.1 and 2 were receiving the rent. In terms of the interim orders of this Court, defendant nos.1 and 2



are entitled to let out and receive the rent subject to maintaining proper accounts and to keep 1/20th share of the rent amount in a fixed deposit which shall not be encashed without the permission of this Court. As such, there is no impediment in the letting out of the suit property by defendant nos.1 and 2.

10. The plaintiff as well as defendant Nos. 7 and 9 do not have any right to let out the suit property or to receive the rent, in terms of the interim orders of this Court. There is no merit in the objections raised by the plaintiff and defendants No.7 and 9.

11. The application is allowed and defendant nos.1 and 2 are allowed to let out the suit property to the tenant for a period of one year with renewal clause for two terms of one year each and 5% increase of rent after 1st and 2nd year subject to the condition that they shall maintain proper accounts, shall file the same every two months and they shall keep 1/20th of the rent amount in a fixed deposit and the particulars thereof shall be filed every six months with this Court. The tenant shall be liable to vacate the suit property with six months notice in the event of the decision of the suit before the expiry of the lease and defendant nos.1 and 2 shall incorporate this clause in the lease deed.

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12. List on 23rd May, 2019.

13. Copy of this order be given *dasti* to learned counsels for all the parties under signatures of the Court Master.

J.R. MIDHA, J.

JANUARY 21, 2019

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