



\$~17 & 18

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

+ EX.P. 51/2024, EX.APPL.(OS) 1053/2025, EX.APPL.(OS) 1383/2025 & EX.APPL.(OS) 1384/2025

KAMALA KISHORE

.....Decree Holder

Through: Ms. Bhanita Patowary, Advocate for  
Mr. Rishabh Kishore, Son of DH  
(M:9582865606)  
Mr. Moni Cinmoy, Advocate for Mrs.  
Reshama Kishore, daughter of DH  
(M:9868088168)

versus

SUNCITY PROJECTS PVT LTD.

.....Judgement Debtor

Through: Mr. Siddharth Mittal, Mr. Abhijeet  
Varshney, Ms. Shilpa G. Mittal,  
Advocates (M:7037773160)

18

+ EX.P. 52/2024, EX.APPL.(OS) 1052/2025, EX.APPL.(OS) 1375/2025 & EX.APPL.(OS) 1376/2025

KAMALA KISHORE

.....Decree Holder

Through: Ms. Bhanita Patowary, Advocate for  
Mr. Rishabh Kishore, Son of DH  
(M:9582865606)  
Mr. Moni Cinmoy, Advocate for Mrs.  
Reshama Kishore, daughter of DH  
(M:9868088168)

versus

SUNCITY PROJECTS PVT LTD.

.....Judgement Debtor

Through: Mr. Siddharth Mittal, Mr. Abhijeet  
Varshney, Ms. Shilpa G. Mittal,  
Advocates (M:7037773160)

**CORAM:**

**HON'BLE MS. JUSTICE MINI PUSHKARNA**

**ORDER**

**18.02.2026**

%



1. The present execution petitions have been filed seeking execution of the decrees dated 31<sup>st</sup> January, 2013, passed in CS(OS) 2353/2010 and in CS(OS) 2359/2010, in pursuance of the Settlement Agreement dated 02<sup>nd</sup> January, 2013 executed between the parties.
2. The suit being CS(OS) 2353/2010, had been filed on behalf of the decree holder seeking decree of specific performance of the Agreement dated 14<sup>th</sup> August, 2008, execution of a sale deed and its registration in favour of the decree holder with respect to *Unit No. S-6*, comprising of covered area 770.95 sq. ft. (approximately), super area 1284.92 sq. ft., situated at 2<sup>nd</sup> floor of *Vasant Square Shopping Complex (also referred as Vasant Square Mall) at Plot no. A, Community Centre, Sector-B, Pocket-V, Vasant Kunj, New Delhi*.
3. During the pendency of the aforesaid suit, the parties entered into a Settlement Agreement dated 02<sup>nd</sup> January, 2013. The terms of the said Settlement Agreement between the parties, as per the joint application bearing No. 1589/2013, filed in CS(OS) 2353/2010, were as follows:

“xxx xxx xxx

3. That the parties have entered into a compromise on the following terms:
  - A. That the Plaintiff shall pay the following amounts for the S – 6 Unit on or before 30.04.2013:
    - (i) Rs. 20,559/- towards pro rata share of the Insurance of the Vasant Square Mall;
    - (ii) Rs. 96,369/- towards Maintenance Security;
    - (iii) Rs. 580,784/- towards pro rata share of the Conversion Charges for the Plot No. A, Community Centre, Sector-B, Pocket-V, Vasant Kunj, New Delhi.



2024-05-26 05:50:46

That on payment of the above mentioned amount, the Defendant shall execute the Sale Deed of the S – 6 Unit in favour of the Plaintiff on or before 30.04.2013. The parties have also agreed upon the draft of the Sale Deed to be executed between the parties.

C. That the Registration Charges for the sale deed shall be borne by the Plaintiff.

D. That the payment of the above mentioned amounts would constitute a full and final settlement between both the sides and neither side shall have any claim against the other for the past.

E. That the payment by the Plaintiff and the execution/registration of the sale deed between the Plaintiff and the Defendant shall be executed on or

before 30.04.2013.

F. That the parties have also agreed upon the drafts of (a) the Office Buyers Agreement to be signed between the Plaintiff and the Defendant (b) a tripartite Mall Maintenance Agreement to be signed between the Plaintiff, the Defendant and the Mall Maintenance Agency. A true copy of the draft of the Office Buyers Agreement as agreed upon between the Plaintiff and the Defendant is annexed herewith and marked as **Annexure A – 1**.

xxx xxx xxx”

4. Based on the said settlement between the parties, this Court in the suit had allowed the application, i.e., *I.A. No. 1589/2013*, and decreed the suit by binding the parties to the terms and conditions of the settlement.

5. Learned counsel for the decree holder submits that subsequent to the aforesaid decrees and settlement between the parties, the full amount already



stands paid by the decree holder to the judgment debtor.

6. Learned counsel for the decree holder submits that the dispute between the parties arose, as judgment debtor raised demands towards the payment of maintenance charges, which the decree holder denied.

7. Attention of this Court has been drawn to Buyers Agreement dated 02<sup>nd</sup> January, 2013, between the parties, wherein, as per Clause 8, it was stipulated that after handing over the possession of the unit in question, the decree holder shall pay necessary charges, including, security deposit for maintaining and up-keeping the mall. The said Clause 8 of the Buyers Agreement reads as under:

“xxx xxx xxx

8) That, the Second Party or occupier of the said unit shall pay necessary charges including security deposit for maintaining and upkeeping the MALL and providing the various services as determined by the First Party or its nominated agency and as and when demanded by the First Party/ Mall Maintenance Agency after the handing over of possession of the said Unit. The Second Party agrees and consents to this arrangement and will not question the same singly or jointly with other occupants/Buyers. In this regard, the Second Party has been notified that while the Agreement will be signed with the First Party, the Maintenance Agreement will be signed with the First Party or its nominated Maintenance Agency, who shall be responsible inter-alia for the maintenance, upkeep, repairs, security, insurance etc., of the MALL as also the facilities to the said unit. The Second Party hereby accords his consent to the said arrangement. The Second Party shall be responsible for timely payment of maintenance charges, which shall be fixed by the said Maintenance Agency from time to time depending upon the maintenance cost. The Second Party has already paid an amount of Rs.1,28,492/- towards the Sinking Fund vide a Cheque No. 803504 dated 30.03.2009 drawn on the Union Bank of India. In addition to maintenance charges, there shall be a contribution towards Insurance Charges on pro- rata basis quantified as Rs. 20,559/- and maintenance related security deposit quantified as Rs.96,369/- on or before 30.04.2013. Any delay in payment will make the Second Party liable for interest @ 24% per annum on outstanding dues. Non-payment of any of the charges within the time specified shall disentitle the Second Party for the enjoyment of



2024:04472649

common services in the MALL and facilities being provided to the said unit. Similarly, the Second Party undertakes to have no objection nor create any hindrance to the First Party's nominated Mall Promotion Agency to promote the MALL with the specific view of achieving the maximum footfall thereto by conducting various promotional activities such as strategic visual publicity, live shows etc., from the common areas of the MALL even though such common areas may have been proportionately apportioned between the various available units/commercial space of the MALL while computing the chargeable area and any revenue generated from such promotion related activities shall always belong to the nominated Mall Promotion Agency.

xxx xxx xxx”

8. This Court notes the submission made by learned counsel for the decree holder that the said Buyers Agreement was part of the Settlement Agreement.
9. *Per contra*, learned counsel for the judgment debtor submits that the aforesaid Buyers Agreement was only a draft agreement.
10. Learned counsel for the judgment debtor submits that the decree holder was required to pay maintenance charges after the settlement between the parties. Further, the decree holder did not come forward to pay the registration charges for the sale deed, on account of which, the sale deed was not executed in favour of the decree holder.
11. In *EX.P. 52/2024*, facts between the parties are similar, except that the unit involved is *Unit No. S-3, Second Floor, Vasant Square Shopping Complex*.
12. Considering the submissions made before this Court, this Court notes that the dispute between the parties has been pending for a long time, since the suit for specific performance was initially filed by the decree holder in the year 2010.
13. In view of the long pendency of dispute between the parties and since



2024:04:2649

there is already a settlement between the parties, this Court is of the view that the equities shall be balanced, if the decree holder pays part of the maintenance charges, as well as the registration charges for the sale deed.

14. At this stage, this Court notes the submissions of learned counsel for the decree holder that the decree holder is ready to pay the registration charges, which would be payable as on date.

15. Accordingly, this Court is of the view that equities can be balanced if the decree holder pays a sum of Rs. 50 Lacs as a lump sum amount towards maintenance charges for the two shops/units in question.

16. Both the decree holder and the judgment debtor are directed to take instructions whether upon payment of aforesaid amount of Rs. 50 Lacs by the decree holder to the judgment debtor towards the maintenance charges, the parties can go ahead for execution of the sale deed, wherein, registration charges shall be borne by the decree holder.

17. It is to be noted that the decree holder is represented by her son, Mr. Rishabh Kishore.

18. Applications being *EX.APPL.(OS) 1383/2025* and *EX.APPL.(OS) 1375/2025*, have been filed on behalf of the sister, i.e., Mrs. Reshama Kishore, claiming right over the two shops, which are subject matter of the present execution petitions, i.e., *Shop Nos. S-3 and S-6, Vasant Square Mall, Vasant Kunj, New Delhi-110070*.

19. The aforesaid applications of the sister, i.e., Mrs. Reshama Kishore are vehemently opposed by learned counsel appearing for Mr. Rishabh Kishore, who draws the attention of this Court to the Memorandum of Family Settlement dated 01<sup>st</sup> December, 2017, which is on record before this Court.

20. Learned counsel for Mr. Rishabh Kishore, relies upon Clauses 7 and 8



2024-05-26 05:50:46

of the said Memorandum of Family Settlement, which read as under:

“xxx xxx xxx

7. That the following properties shall vest in the name of the Second Party, i.e., Mr. Rishabh Kishore:

- i. Flat No. C-9/9574, Vasant Kunj, New Delhi – 110070
- ii. Flat No. C-9/9569, Vasant Kunj, New Delhi – 110070

It is further agreed that apart from the aforesaid properties the properties mentioned hereinafter shall vest in the Second Party i.e., Mr Rishabh Kishore in terms of clause 8 hereunder:

- iii. Shop No. S-3, Vasant Square Mall, Vasant Kunj, New Delhi – 110070
- iv. Shop No. S-6, Vasant Square Mall, Vasant Kunj, New Delhi – 110070

8. Smt. Kamala Kishore also undertakes to sign, execute and register, if required, any documents for ensuring that all legal rights and authorities over the following properties are transferred in the name of Mr. Rishabh Kishore with effect from 31.3.2020 subject to full and complete payments made to Mrs. Reshama Kishore and Mr. A. P. Dwivedi by Mr. Rishabh Kishore as detailed in the Deed of Retirement and release of the residential properties of Mrs. Reshama Kishore and Mr. A. P. Dwivedi from the banks:

- i. Shop No. S-3, Vasant Square Mall, Vasant Kunj, New Delhi – 110070
- ii. Shop No. S-6, Vasant Square Mall, Vasant Kunj, New Delhi – 110070

Till such time, the transfer as mentioned above does not take place, Smt. Kamala Kishore has also agreed to grant a General Power of Attorney to Mr. Rishabh Kishore for the properties mentioned in 8 (i) and (ii) above. Further, Smt. Kamala Kishore has also consented to sale of the properties prior to 31.03.2020, in the event she is satisfied that either of the properties is required to be sold to clear of any outstanding dues of the partnership firm.

xxx xxx xxx”

21. Learned counsel appearing for Mr. Rishabh Kishore submits that in



terms of the family settlement, the amounts in question already stands paid to Mrs. Reshama Kishore.

22. Mr. Moni Cinmoy, learned counsel appearing for Mrs. Reshama Kishore, confirms the fact that the amounts, in terms of the said family settlement, have been received by Mrs. Reshama Kishore. As per the said family settlement, amount was to be received on or before 31<sup>st</sup> March, 2020, however, the amounts have been received belatedly.

23. On a pointed query by this Court, this Court is informed that the Memorandum of Family Settlement dated 01<sup>st</sup> December, 2017, has not been challenged in any Court of law.

24. Further, this Court also takes note of the submission made by learned counsel appearing for Mrs. Reshama Kishore that payment in terms of the family settlement already stands paid to Mrs. Reshama Kishore, though belatedly.

25. Accordingly, in view of the said Memorandum of Family Settlement dated 01<sup>st</sup> December, 2017, this Court would not go into any disputed questions of fact.

26. In case, Mrs. Reshama Kishore is aggrieved by the said family settlement, she is at liberty to seek remedies in accordance with law.

27. In the present execution proceedings, this Court shall proceed in terms of the family settlement, as per which, the shops in question, which are subject matter of the present execution petitions, have been vested upon Mr. Rishabh Kishore.

28. In view of the aforesaid, the applications, being *EX.APPL.(OS) 1383/2025* and *EX.APPL.(OS) 1375/2025*, are dismissed.

29. Considering the dismissal of the applications filed on behalf of the sister, i.e., Mrs. Reshama Kishore and in terms of the family settlement,



which is on record before this Court, Mr. Rishabh Kishore is transposed as decree holder in place of Mrs. Kamala Kishore.

30. Accordingly, *EX.APPL.(OS) 1053/2025* is allowed and disposed of in the aforesaid terms.

31. List for instructions by learned counsels for the decree holder and judgment debtor on 02<sup>nd</sup> March, 2026.

**MINI PUSHKARNA, J**

**FEBRUARY 18, 2026/au**