



2026:DHC:2649



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

% **Date of Decision: 28th March, 2026**

+ EX.P. 51/2024, EX.APPL.(OS) 1384/2025, EX.APPL.(OS) 436/2026
& EX.APPL.(OS) 437/2026

KAMALA KISHORE

.....Decree Holder

Through: Ms. Bhanita Patowary and Ms.
Khushi, Advs. for Mr. Rishabh
Kishore, Son of DH
M: 9582865605
Email: advbhanita@gmail.com
Ms. Moni Cinmoy, Mr. Abhinav and
Mr. Akash, Advs. for Daughter of the
DH
M: 9868088168
Email: cinmoyassociates@gmail.com

versus

SUNCITY PROJECTS PVT. LTD.

.....Judgement Debtor

Through: Mr. Siddharth Mittal, Mr. Abhijeet
Varshney, Mr. Siddhant Tyagi and
Mr. Sumit K. Sharma, Advs. with Mr.
Arihant Jain, JD in person
Mr. Arihant Jain, AR of JD
M: 9999752059
Email: arihant@suncityprojects.com

+ EX.P. 52/2024, EX.APPL.(OS) 1052/2025, EX.APPL.(OS)
1376/2025, EX.APPL.(OS) 434/2026 & EX.APPL.(OS) 435/2026

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.....Decree Holder

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CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA
MINI PUSHKARNA, J (ORAL):

EX.APPL.(OS) 436/2026 in EX.P. 51/2024 and EX.APPL.(OS) 434/2026
in EX.P. 52/2024

1. The present applications have been filed on behalf of Ms. Reshama Kishore, daughter of Late Smt. Kamla Kishore, seeking recall of the order dated 18th February, 2026.
2. It is submitted that the Memorandum of Family Settlement ("Family Settlement") entered into between the parties also contains Clause 9, which categorically mentions that in case of any default on the part of the brother,



i.e., Mr. Rishabh Kishore in making full and complete payments to the applicant, the Family Settlement would be rendered ineffective to the extent, as mentioned in Clause 3 of the Family Settlement.

3. Thus, it is submitted that since the due payments were not made to the applicant on or before 31st March, 2020, the applicant would also have right over the units in question.

4. This Court has already noted *vide* order dated 18th February, 2026 that the Family Settlement has not been challenged by the applicant, Ms. Reshama Kishore, at any stage. Rather, in terms of the Family Settlement, the sister, i.e., applicant Ms. Reshama Kishore, has accepted payments from her brother, namely, Mr. Rishabh Kishore.

5. Once the sister, the applicant herein, has received the amounts from her brother, Mr. Rishabh Kishore, as per the Family Settlement, although paid belatedly, she has acquiesced to the receiving such payments belatedly, and has thus, accepted the terms of the Settlement.

6. Accordingly, no merit is found in the present applications.

7. The present applications are dismissed.

EX.P. 51/2024 & EX.P. 52/2024

8. In terms of the last order, instructions were to be taken by the Judgment Debtor (“JD”).

9. Today, learned counsel appearing for the JD submits that the units in question are lying under lock and key, and have not been utilized by any party.

10. He further submits that the JD has paid an approximate amount of Rs.



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1.2 Crores towards the maintenance charges. He, thus, submits that the Decree Holder ought to bear some more charges towards the said maintenance charges.

11. After some arguments, on instructions from Mr. Rishabh Kishore, who is present in Court, learned counsel appearing for the Decree Holder submits that the Decree Holder (“DH”) shall pay an amount of Rs. 75 Lacs to the JD towards the maintenance charges.

12. Learned counsel appearing for the DH further reiterates that the DH shall bear the expenses towards the registration of the Sale Deed.

13. At this stage, learned counsel appearing for the DH submits that the DH shall need eight weeks for the purposes of arranging the amount of Rs. 75 Lacs, which is payable to the JD towards the maintenance charges.

14. Accordingly, it is directed as follows:

- i. The DH, i.e., Mr. Rishabh Kishore, shall make payment of Rs. 75 Lacs to the JD towards the maintenance charges of the two units in question within a period of eight weeks, from today.
- ii. The DH is allowed to make the payment of aforesaid Rs. 75 Lacs to the JD at the time of execution of the Sale Deed.
- iii. Payment of Rs. 75 Lacs by the DH to the JD and the execution of the Sale Deed by the JD, in favour of the DH, shall be done simultaneously.
- iv. The registration charges and stamp duty of execution of Sale Deed shall be borne by the DH, i.e., Mr. Rishabh Kishore.
- iv. The maintenance charges for the units shall be borne by the DH from the date of execution of the Sale Deed in his favour.



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- v. The possession of both the units, i.e., *Unit Nos. S-3 and S-6, situated at Second Floor of Vasant Square Shopping Complex, Vasant Kunj, New Delhi*, (also referred as Vasant Square Mall) at *Plot No. A, Sector-B, Pocket-V, Vasant Kunj, New Delhi*, shall be handed over to Mr. Rishabh Kishore, on the same date when the Sale Deed is executed in his favour.
- vi. The DH, i.e., Mr. Rishabh Kishore, shall contact Mr. Arihant Jain (M: 9999752059; Email: arihant@suncityprojects.com), Authorized Representative (“AR”) of the JD for the purposes of payment and coordination for execution of the Sale Deed.
15. With the aforesaid directions, the present petitions are disposed of.
16. The pending applications also stand disposed of.

MINI PUSHKARNA, J

MARCH 28, 2026/KR