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

+ **CS(OS) 528/2019**

**SH. ADITYA GUPTA** .....Plaintiff

Through: Mr. Rajesh Mahindru and Mr.  
Ashish Singh, Adv.

versus

**SH. NARENDER GUPTA & ORS.** .....Defendants

Through: Ms. Shruti Kapur, Adv.

**CORAM:**

**JOINT REGISTRAR (JUDICIAL) SH. GAGANDEEP  
JINDAL (DHJS)**

**ORDER**

**31.07.2025**

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**Proceedings are being conducted through hybrid mode.**

**IA No. 24610/2023 (by plaintiff u/O XI Rules 12 & 14 CPC)**

1. Arguments heard.
2. The captioned IA has been filed on behalf of the plaintiff seeking directions to the defendant to discover and to produce the following documents:-

*“i. The Income Tax Returns of the defendant No.2 for the period 1972 to 1982.*

*ii. The details of all the bank accounts in the name of defendant No.1 and 2 for the period 1972 to 1982 and their statement of for the said period.*

*iii. The details of fixed deposit of Rs.1 Crore made by defendant No. 1 and 2 as mentioned in para No.7(xiv) of written statement.*

*iv. Audited Balance sheet and accounts statement of the Mis Prem Nath Raj Nath Trading Co and Mis Shivani Hardware Trading P Ltd for the period 1972 to 1982.*

*v. The Income Tax Returns of the defendant No. 1 for the period 1972 to 1982.”*

3. Ld. Counsel for the plaintiff submits that property no. B-335, New Friends Colony, New Delhi was HUF property in which plaintiff alongwith defendant no.1 were having coparcenary rights to the extent of 1/3<sup>rd</sup> share, the name of



defendant No.2 was being used by defendant No. 1 in a clever manner to deny the rights of the plaintiff and give it colour of self property but fact is that under law it is a HUF property and defendant no.2 is not the real owner of the same. The said property was sold for Rs.2 crore in the year 2010 and suit property was purchased and Rs.1 crore of the said sale consideration was invested in fixed deposit. He further argued that defendant nos. 1 & 2 in para no.7 (XIV) of their written statement had admitted the fact of FDR of Rs.1 crore.

4. The defendants have denied about the possession of other documents as mentioned in para no. 10 of the captioned IAs. The details of the FDR required for effective adjudication of the present suit. Therefore the defendants be directed to produce the details of the fixed deposit of Rs. 1 crores made by defendant nos. 1 & 2.
5. Per contra, ld. Counsel for the defendants argued that property no. B-335, New Friends Colony, New Delhi is not a HUF property, nor plaintiff has any coparcenary rights in the said property. Therefore suit property is also not HUF property. In the garb of the present application the plaintiff is seeking the preliminary decree with regard to the said FDR of Rs. 1 crore. If at the end of trial it is decided by the Court that the said FDR is investment out of sale consideration of HUF property, then the defendant can produce the details of the said FDR then and there u/O XX Rule 18 CPC but not at this stage.
6. I have gone through the record.
7. In reply to the captioned IA, the defendants have denied that B-335, New Friends Colony, New Delhi is a HUF



property. However, plaintiff has filed copy of application u/O XXIII Rule 3 CPC filed in suit no. 1627/1982, titled as *Rajnath Gupta Vs. Neena Gupta and Ors.*, wherein it is admitted by the parties that the aforesaid property is a joint family property and has been built with joint family funds. It bears the signatures of defendant nos. 1 & 2 herein.

8. In para no. 7, 13 & 14 (XIV) the defendants have admitted that the said property was converted from lease hold to free hold vide conveyance deed dated 18.07.2008 and defendant no.2 sold her 1/3<sup>rd</sup> share in the said property in favour of M/S Katarai Constructions Pvt. Ltd. for total consideration of Rs.2 crores in the year 2010.
9. It is further submitted that from the said amount, defendant no. 2 invested Rs.1 crore in suit property and remaining sum of Rs.1 crore was invested in fixed deposits that continues to accrue interest till date of filing of the written statement.
10. From these facts and circumstances, it prima facie shows that FDR of Rs.1 crore has been made from the part sale consideration of property no. B-335, New Friends Colony, New Delhi belonging to HUF and the said FDR is in possession of defendant no.2. Defendant no. 2 may dispose off the said FDR in future to defeat the interest of plaintiff. The details of the said FDR are not on record. Therefore, defendant no. 2 is directed to produce the said FDR of Rs.1 crore as mentioned in para no, 7 (XIV) of written statement within four weeks.
11. The captioned IA is disposed off accordingly.

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- 12.The matter is fixed for admission/denial of documents.
- 13.Soft copy and hard copy of Joint Document Schedule are already on record.
- 14.Both the parties shall file hard copies of their documents at least two weeks before the next date.
- 15.Re-notify the present matter for admission/denial and further proceedings on **24<sup>th</sup> November, 2025.**

**GAGANDEEP JINDAL (DHJS)**  
**JOINT REGISTRAR (JUDICIAL)**

**JULY 31, 2025/PU**

*Click here to check corrigendum, if any*