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

+ CS(OS) 51/2022 & I.A. 1605/2022, I.A. 21074/2022, I.A. 1879/2026

CHITRA KHURANA & ANRPlaintiffs

Through: Mr. Rohan J. Alva, Ms. Geetika
Kapur, Mr. Anant Sanghi, Mr. Abhay
Gupta, Advocates

versus

VEERESH MALIKDefendant

Through: Mr. Pulkrit Deora with Ms. Anjali
Soni, Advs.
Mr Satya Ranjan Swain (CGSC) with
Mr Kautilya Birat for Respondent –
LNDO
Mr. Sanjiv Kakra, Sr. Adv.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **23.03.2026**

1. The present matter has been listed today on the Report of the Local Commissioner dated 20.03.2026. The Report of the Local Commissioner is taken on record.

2. The Local Commissioner was appointed by this Court *vide* Order dated 04.01.2024, wherein the mandate of the Local Commissioner was set out as under:

“7. Accordingly, Mr. Sanjiv Kakra, Advocate, D/393-F/1978 (+91 9810295666) is appointed as the Local Commissioner. The mandate of the Local Commissioner is as under:

i. The Local Commissioner shall ascertain the general market price of similar properties in the Defense Colony areas and shall also verify the



offers which have been placed on record by the Plaintiff. The Local Commissioner is also free to make enquiries if any better offers may be available for this property. After verifying the credentials of the proposed purchaser at the best possible price, the Local Commissioner shall proceed ahead with the sale of property bearing no. D-61, Defence Colony, New Delhi, with consent of both the parties. All documents shall be executed jointly and the sale shall be registered with the concerned sub-Registrar. Since some of the parties are residing abroad or may be unable to travel, if they wish to give a power of attorney to the Local Commissioner for executing of the sale documents, they may do so.

ii. The Court has been informed that the property is standing in the name of the late father of the parties with the Land and Development Office {hereinafter, 'L&DO'}. Accordingly, the Local Commissioner, if so required, may also approach the L&DO in order to get permission in terms of the preliminary decree passed by this Court so as to ensure that the L&DO gives its permission for the sale of this property. Upon permission being sought, the L&DO shall issue the permission on an urgent basis.

iii. The sale consideration which is received shall be deposited with the Registrar General of this Court. Upon the final/appropriate order being passed, directions for transmission of the consideration amount to the respective parties shall be passed.

iv. Insofar as the movable assets are concerned, the Local Commissioner shall interact with the parties either physically or through online



platform, and with their consent effect the division of the movable properties 1/3rd each in accordance with preliminary decree.”

3. The Local Commissioner has prayed for the following directions from this Court:-

“i. The L&DO be directed to process the Substitution Application in terms of the order dated 22.07.2024 without insisting for documents which are redundant on account of the Preliminary Decree dated 19.10.2023 of this Hon’ble Court;

ii. The parties be directed to furnish the agreed application for mutation, affidavit and Indemnity Bond and other documents for enabling the Local Commissioner to get the property mutated in the names of the parties in the records of the MCD;”

4. The learned Local Commissioner has forwarded an application for mutation to the parties. Paragraphs No.1 & 2 of the said application reads as under:

“1. That Late Lt. Col. (Retd.) Lakhan Lal Malik, son of Late Malik Matwal Chand was recorded owner of property bearing number D-61, Defence Colony, New Delhi-110024 (hereinafter called the ‘said property’) vide Lease Deed dated 22.09.1961 registered as No. 7457 in additional book No. 1 Vol. 714 on pages 102 to 105 dated 30.09.1961 with the sub Registrar III, New Delhi and subsequent Conveyance Deed dated 23.06.1997 in favour of Late Lt. Col. (Retd.) Lakhan Lal Malik duly registered as Registration No. 7633 in Addl. Book No. 1 Volume No 1,207 on Page 183-186 on 25.07.1997.

2. That Late Lt. Col. (Retd.) Lakhan Lal Malik died on 16.02.2004, leaving behind his wife, Late Mrs. Leela Malik and their children, Mrs. Chitra Khurana, Dr.



Sarita Bhalotra and Mr. Veeresh Malik as his legal heirs.”

5. The Local Commissioner states that he has got a reply from the Defendant wherein he has added a new paragraph as paragraph No.2. The paragraph inserted by the Defendant as paragraph No.2 reads as under:

“2. That Late Lt. Col. (Retd.) Lakhan Lal Malik introduced the said property in the Lt. Col. (Retd.) L.L. Malik, HUF in 1969.”

6. However, the Local Commissioner, submits that the above amendment will not be accepted by the municipal authorities.

7. In the opinion of this Court, in light of the Order dated 04.01.2024 which records that the HUF now stands dissolved, the proposal of the learned Counsel for the Defendant is unfounded. Paragraph No.2 of the Order dated 04.01.2024 reads as under:-

“2. Vide order dated 19th October, 2023, a decree of partition has been passed declaring that all the three parties i.e., the two Plaintiffs and the Defendant are entitled to 1/3rd share in the estate of late Lt. Col. (Retd.) L. L. Malik and Mrs. Leela Malik as also in the assets of the late Lt. Col. (Retd.) L. L. Malik Hindu United Family {hereinafter, 'HUF'} which now stands dissolved. The relevant portion of the order is set out below:

"3. In the light of the aforesaid stand taken by the parties and having perused the conveyance deed in respect of property bearing no. D-6L Defence Colony, New Delhi executed in the name of late Lt. Col. (Retd.) L. L. Malik, I am of the view that a decree of partition declaring that all the three parties i.e. the two plaintiffs and defendant are entitled to 1/3rd share each in the estate of late Lt.



Col. (Retd.) L.L.Malik and Mrs. Leela Malik and also in the assets owned by Lt. Col. (Retd.) L.L.Malik, HUF. which stands now dissolved, is required to be passed.

4. Accordingly, a preliminary decree of partition declaring the two plaintiffs and the defendant as 1/3rd owner of the estate left behind by late Lt. Col. (Retd.) L.L.Malik and late Ms. Leela Malik as also in the Lt. Col. (Retd.) L.L.Malik, HUF, is passed.”

8. According to this Court, addition of the abovementioned paragraph by the Defendant is not material as it does not affect the *inter se* rights of the parties or the rights of the parties in the HUF, if any, before it got dissolved.

9. In light of the above discussion, the Local Commissioner is permitted to proceed further as per the original format that has been sent by the learned Local Commissioner to the parties.

10. Similarly, an indemnity bond has also been forwarded by the learned Local Commissioner to the Defendant and the same reads as under:-

“This Indemnity Bond is executed at New Delhi, on this 2025 by Mr. Veeresh Malik, S/o Late Lt. Col. (Retd.) Lakhan Lal Malik and Late Smt. Leela Malik, aged about 68 years, resident of D-61, Defence Colony, New Delhi-110024 (hereinafter called the "NEW ASSESSEE) which expression shall mean and include his/her heirs, successors, executors, administrators, legal representatives and assigns in favour of the Municipal Corporation of Delhi (hereinafter called the "CORPORATION"), which expression shall mean and include its heirs, executors, administrators and assigns.

Whereas, I have become the owner of 1/3rd share in



property bearing number D-61, Defence Colony, New Delhi-110024 (hereinafter called the said Property).

And whereas the New Assessee has been the person primarily liable for making payment of property taxes leviable under the DMC Act to the Corporation.

And whereas the New Assessee has now moved an application U/s 128 and/or 132 of the Municipal Corporation of Delhi Act, 1957, read with the Bye-Laws made there under for mutation/sub-division of the property referred to above, in respect of the said Property which they now own.

And whereas pending final disposal of and decision on the aforesaid application, the Corporation has provisionally agreed to mutate/sub-divide the said premises in favour of the New Assessee for the purpose of levy/collection of property taxes (only) under the Municipal Corporation of Delhi Act, 1957 on the following terms and conditions.

- 1. That the New Assessee shall provide to the Corporation all the relevant documents and information on the basis of which the said mutation is claimed.*
- 2. That the New Assessee also agrees to the revision/re-assessment of the property of which he/she is seeking mutation/sub-division provided that the same is otherwise warranted under the Act and the Bye-laws framed thereunder.*
- 3. That the New Assessee also agrees that in case by allowing sub-division of the premises under reference if the rateable value of any portion thereof is reduced to Rs.1,000/- per annum, below, the same shall be reckoned with and reasonably enhanced so as to bring the same out of the exemption limits.*



4. That the New Assessee agrees to make the payment of arrears or property taxes on the existing rateable values or the rateable values that may be fixed in the pending 126 proposals or the proposals to be issued hereinafter or the demand arising on the taking of any pending increase action or due to mistake in the calculation of taxes. The New Assessee also agrees that he shall not agitate or object to the disposal of 126 proceedings already initiated against the previous owners; and

5. That the New Assessee undertakes to indemnify the Corporation against all costs, damages, losses, claims etc. which the Corporation may have to suffer, undergo or pay as a result of mutation/sub-division of the property in the name of the New Assessee.

NOW, THEREFORE, THESE PRESENT WITNESSETH :-

That in pursuance of conditions hereinbefore mentioned, which the New Assessee have accepted without any condition or reservation, the New Assessee hereby agrees to indemnify and keep harmless the said Corporation against all damages, losses, claims, costs etc. which the Corporation may have to suffer, undergo, incur or pay as a result of mutation/sub-division of Property with the application for mutation.

IN WITNESS WHEREOF, the New Assessee, as aforesaid have set and subscribed their hand on these presents, on the day, month and year above written.”

(Emphasis Supplied)

11. The amended indemnity bond which has been forwarded by the Defendant to the Local Commissioner read as under:-



“This Indemnity Bond is executed at New Delhi, on this 10 day of February, 2026 by Mr. Veeresh Malik, S/o Late Lt. Col. (Retd.) Lakhan Lal Malik and Late Smt. Leela Malik, aged about 68 years, resident of House No. Block A S-2 Block A, S-2, Sharayu Solitude Vaddem, Socorro, Porvorim, PO: Porvorim, Dist: North Goa, Goa, 403501, being one of the co-owners in property bearing number D-61, Defence Colony, New Delhi-110024 together with Mrs. Chitra Khurana, and Mrs. Meera Bhalotra Reynolds, each holding an undivided 1/3 share (hereinafter called the "New Assessee" which expression shall mean and include his/her heirs, successors, executors, administrators, legal representatives and assigns) in favour of the Municipal Corporation of Delhi (hereinafter called the "CORPORATION", which expression shall mean and include its heirs, executors, administrators and assigns).

Whereas, the New Assessee has become the owner of 1/3rd share in property, and whereas Mrs. Chitra Khurana, Mrs. Meera Bhalotra Reynolds have now become the owners of 1/3rd share each in the same property bearing number D-61, Defence Colony, New Delhi-110024 (hereinafter called the said Property).

And whereas the New Assessee, together with Mrs. Chitra Khurana, and Mrs. Meera Bhalotra Reynolds has now moved an application U/s 128 and/or 132 of the Municipal Corporation of Delhi Act, 1957, read with the Bye-Laws made there under for mutation/sub-division of the property referred to above, in respect of the said Property which they now own.

And whereas pending final disposal of and decision on the aforesaid application, the Corporation has provisionally agreed to mutate/sub-divide the said premises in favour of the New Assessee together with Mrs. Chitra Khurana, and Mrs. Meera Bhalotra



Reynolds for the purpose of levy/collection of property taxes (only) under the Municipal Corporation of Delhi Act, 1957 on the following terms and conditions:

- 1. That the New Assessee shall provide to the Corporation all the relevant documents and information on the basis of which the said mutation is claimed.*
- 2. That the New Assessee also agrees to the revision/re-assessment of the property of which he/she is seeking mutation/sub-division provided that the same is otherwise warranted under the Act and the byelaws framed thereunder.*
- 3. That the New Assessee also agrees that in case by allowing sub-division of the premises under reference if the rateable value of any portion thereof is reduced to Rs.1,000/- per annum, below, the same shall be reckoned with and reasonably enhanced so as to bring the same out of the exemption limits.*
- 4. That the New Assessee agrees to make the payment of arrears or property taxes on the existing rateable or the proposals to be issued hereinafter or the demand arising on the taking of any pending increase action or due to mistake in the calculation of taxes; and***
- 5. That the New Assessee undertakes to indemnify the Corporation against all costs, damages, losses, claims etc. which the Corporation may have to suffer, undergo or pay as a result of mutation/sub-division of the property in the name of the New Assessee.*

NOW, THEREFORE, THESE PRESENT WITNESSETH:-

That in pursuance of conditions hereinbefore



mentioned, which the New Assessee have accepted, proportionate to his share in the said Property that is 1/3rd of any liability fixed in respect of the Property, without any condition or reservation, the New Assessee hereby agrees to indemnify and keep harmless the said Corporation against all damages, losses, claims, costs etc. which the Corporation may have to suffer, undergo, incur or pay as a result of mutation/sub-division of the Property with the application for mutation, proportionate to his share in the said Property, that is 1/3rd of any liability fixed in respect of the Property.

IN WITNESS WHEREOF, the New Assessee, as aforesaid have set and subscribed their hand on these presents, on the day, month and year above written.”

(Emphasis Supplied)

12. Since the Defendant wants to restrict his liability to only 1/3rd share of the Property as he is entitled to get only 1/3rd share of the property, this Court allows the Defendant to do so. Accordingly, the indemnity bond sent by the Defendant to the learned Local Commissioner is accepted. If the indemnity bond is not accepted for any reason whatsoever by the municipal authorities, it is always open for the Local Commissioner to approach this Court once again by moving an appropriate application.

13. It is made clear that the Plaintiffs and the Defendant will co-operate with the Local Commissioner for the mutation of the property before all the Governmental Authorities.

14. List on 17.08.2026.

SUBRAMONIUM PRASAD, J

MARCH 23, 2026/Prateek