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

+ **CS(OS) 691/2023**

SHRI DIVAKAR SHARMA

.....Plaintiff

Through: Mr. M. Dutta, Senior Advocate along
with Mr. Aditya Guha, Mr. Anand
Kumar Soni, Advocates.

versus

SHRI LALIT MOHAN SHARMA

.....Defendant

Through: Dr. Bharat Bhushan Parsoon, Sr.
Advocate, Ms. Sonam Priya, Mr.
Ayush Kumar Singh & Ms. Aditi
Singh, Advocates.

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

10.01.2025

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I.A. 287/2025

1. Pursuant to order dated 29th May 2024, where the Court had directed the defendant to explore prospective tenants for the said property, the defendant had come up with a proposal for a prospective tenant i.e. High Commission of the Republic of Gambia. As per the directions, a draft of the proposed lease agreement, tenancy to commence on 1st February, 2025, had been placed on record.
2. Senior Counsel for plaintiff raised an objection, stating that the lessor in the said proposed draft lease is M/s Pran Nath Sharma HUF through its *karta* Mr. Lalit Mohan Sharma (*defendant*). He submitted that considering that the matter/ this partition suit is yet to be adjudicated and the plaintiff and the defendant are the only two legal heirs of the deceased Pran Nath



Sharma, the lease be executed in both their names.

3. However, as per the documents filed by the defendant, the previous lease deed executed on 14th June 2021 was also in the name of M/s. Pran Nath Sharma HUF as a lessor. The defendant admits that the plaintiff is a co-parcener in the said HUF and has been previously paid 50 per cent of the share of the rent, from the said property.

4. The defendant, Mr. Lalit Mohan Sharma, who is present in the Court, further undertakes that post deduction of taxes, 50 per cent of the rent shall be paid to the plaintiff, by the HUF, from the rental amount received, within a period of two days from it being received. The said 50 per cent of the rental amount shall be paid in the designated account of the plaintiff. Details of that may be provided by the counsel for the plaintiff to the counsel for the defendant. Basis this undertaking, the defendant is permitted to execute the lease deed as proposed.

5. Needless to state that all rights and contentions of the plaintiff as well as the defendant shall remain unaffected since the suit is still pending before this Court. The said order is being passed in the interest that the suit property accrues certain monies which are to the benefit of both the plaintiff and the defendant. Executed lease deed agreement shall be placed on record; copies shall also be given to the counsel for plaintiffs.

6. The plaintiff will always be at liberty to approach the Court in case there is an infraction of the undertaking by the defendant or any action *qua* the tenancy is causing prejudice to their rights.

7. Application is disposed of, accordingly.

CS(OS) 691/2023 along with I.A.38466/2024(application under Order XII Rule 6)



1. List on 15th January, 2025 for taking up the application of the plaintiff under Order XII Rule 6 CPC.
2. Order be uploaded on the website of this Court.

ANISH DAYAL, J

JANUARY 10, 2025/ak/kp