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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, Mr. Aditya Guha, Mr.
Anand Kumar Soni, Advocates

versus

SHRI LALIT MOHAN SHARMA

.....Defendant

Through: Mr. Ananta Prasad Mishra, Ms.
Sonam Priya, Mr. Ayush Kr. Singh
and Ms. Aditi Singh, Advocate with
defendant in person

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **05.09.2024**

I.A. 36034/2024 (seeking permission for carrying out repairs and renovation works in one of the suit properties to placing it on lease)

1. This is an application filed by the defendant in pursuance to the order dated 29.05.2024.

Prayer Clauses (a) and (b)

2. With respect to prayer clause (b), learned counsel for defendant states that for renovation of the building i.e., the super-structure standing on Plot no. B-3/24, Government Servants Cooperative House Building Society Limited, Vasant Vihar, New Delhi ('suit property'), which includes floor grinding and polishing, replacement of lamp shades and light bulbs the costs is estimated at Rs. 11.63 lakhs + GST, which is expected to be around Rs. 14.10 lakhs (approx.).

2.1 He states that in addition, there is a requirement for replacing the existing Diesel Generator ('DG') set with a new DG set and after adjusting the amount received by the sale of the old DG set an amount of Rs. 7.11



lakhs (approx.) is estimated to be incurred.

2.2 He states further that there is a requirement for carrying out termite treatment in the suit property and the estimated cost for the treatment is Rs. 20,000/-.

2.3 He states that since offers are being solicited for leasing out the suit premises, advertisements have been issued on e-commerce websites and for one such advertisement an invoice of Rs. 15,000/- has been received. He states that there is a requirement for another advertisement to be issued, therefore, an estimated cost of 15,000/- for the second advertisement is likely to be incurred. He, therefore, states that a total cost of Rs. 30,000/- towards advertisement is liable to be paid.

2.4 He states that the plaintiff be directed to bear 50% of the estimated costs mentioned above and remit an amount of Rs. 3 lakhs immediately into the bank account of the defendant so as to commence the works.

3. In reply, learned counsel for the non-applicant/plaintiff states that given the trust deficit between the parties, the plaintiff be permitted to deposit 50% of the aforesaid estimated amounts with the Registry of this Court and the amounts can then be released to the defendant upon his furnishing a tax paid invoice to the registry.

4. This Court has considered the submissions of the parties.

5. The break-up of the estimated renovation costs furnished by the defendant reads as under:

S. No.	Particulars	Costs Incurred
1.	Renovation Including Floor Grinding &	Rs. 11.63 Lacs + GST = Rs. 14.10 Lacs



	Polishing, Replacement of Lamp Shades and Light Bulbs	(approx.)
2.	New DG Set	Rs. 9.36 Lacs (Cost of New set)-Rs. 2.25 Lacs (Sale value of Old Set) = Rs. 7.11 Lacs
3.	Termite Treatment	Rs. 20,000/-
4.	Advertisements	Rs. 30,000/-

6. The sum total of the aforesaid estimate is Rs. 21.71 lakhs approximately. Accordingly, the plaintiff is directed to deposit 50% of the said amount i.e., 10.85 akhs with the registry of this Court within ten (10) days.

7. The defendant is hereby granted liberty to commence the proposed repairs and renovations as per the prayer clause (a). It is directed that the defendant shall incur all costs against tax paid invoices. Upon filing the tax paid invoices with the Registry, an amount equal to 50% of the tax paid invoice will be released to the defendant within one (1) week. The request for release of 50% amount will be made to the Registry through a letter signed by counsel for the defendant, duly marked and served to the counsel for the plaintiff through e-mail.

8. The defendant will also place on record with the Registry, the receipts issued by the vendor/suppliers with respect to receipt of the full amount of the invoices, within one (1) week thereafter. The copies of the receipts be also duly served on the plaintiff.

9. The defendant will preferably make all payments through banking channels.

10. With the aforesaid directions, prayer clause (a) and (b) stands disposed of.



11. The defendant has stated that it is likely that brokerage amount will have to be paid to the real estate agent for soliciting a tenant, which is estimated at Rs. 6 lakhs. In the opinion of this Court, the said claim arises in normal course of such transactions and shall become payable at the stage when the lease deed is actually executed with the proposed tenant. Appropriate orders in this regard will be passed at the relevant stage.

Prayer clause(c)

12. Prayer clause (c) pertains to re-imbursement of Rs. 2,44,948 i.e., costs incurred by the defendant towards the utilities and maintenance of the building since 30.12.2023 till 20.07.2024.

13. Learned counsel for the defendant states that this amount has been incurred towards electricity, water bills and salaries of the security guard.

13.1 He states that the invoices in support of this claim of Rs. 2,44,948/- shall be provided to the plaintiff within one (1) week.

14. The plaintiff is hereby, directed to verify the said amount and pay 50% of these amounts within one (1) week thereafter.

15. It is clarified that this direction for reimbursement of the aforesaid amount by plaintiff to defendant is without prejudice to his right to seek rendition of the rents collected by the defendant between September, 2023 and November, 2023. The plaintiff is at liberty to move an appropriate application for seeking rendition of the said amount towards the rent.

16. It is clarified that the claim of interest on the aforesaid reimbursement has not been granted. Prayer clause (c) is hereby allowed to this extent.

17. With the aforesaid directions, this application stands disposed of.



I.A. 21517/2023 (under Order 26 CPC seeking the appointment of a Local Commissioner to partition the suit properties)

18. List on **16.10.2024**, the date already fixed.

I.A. 38466/2024 (under Order XII Rule VI CPC seeking judgment on admissions)

19. Issue notice. Learned counsel for the defendant accepts notice.

20. Reply be filed within four (4) weeks. Rejoinder, be filed within four (4) weeks thereafter.

21. List on **16.10.2024**, the date already fixed.

I.A. 38467/2024 (on behalf of the plaintiff under Section 151 CPC seeking directions in the larger interest of justice and equity)

22. Learned counsel for the plaintiff states that this is an application seeking relief to permit the parties to lease the properties enlisted in prayer clause (a) on the same terms and conditions as was directed by this Court vide order dated 29.05.2024.

23. Issue notice. Learned counsel for the defendant accepts notice. Learned counsel for the defendant seeks and is granted four (4) weeks' time to file its reply. Rejoinder, if any, be filed within three (3) weeks thereafter.

24. List on **16.10.2024**, the date already fixed.

25. It is made clear that no adjournment will be granted in this application on the next date of hearing.

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26. List on **16.10.2024**, the date already fixed.

MANMEET PRITAM SINGH ARORA, J
SEPTEMBER 5, 2024/msh/sk

[Click here to check corrigendum, if any](#)