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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **LA.APP. 65/2019**

UNION OF INDIA

.....Appellant

Through: Ms. Joohu Kumari for Mr. Sanjay
Kumar Pathak, St. Counsel

versus

RAM ASHRE (DECEASED) THR LRS & ORSRespondent

Through: Mr. Prashant Singh, Mr. Ashwani
Kumar and Mr. Sushil Kumar, Adv.
for R-3
Ms. Vanita, Adv. for R/DDA
Through VC

Mr. Pranav Gupta, Adv. for R-5
alongwith R-5 and surety/Neeraj
Dagar in person
Mr. Naveen Kumar, Halqa Patwari
from the office of SDM, Tauru, District
Nuh, Haryana

CORAM:

REGISTRAR GENERAL SH. ARUN BHARDWAJ

ORDER

% **16.02.2026**

**Release of the 50% of the share of respondent No.5/Ram Mehar @ Ram
Maher in the deposited amount against Indemnity Bond and
Undertaking by way of an affidavit**

1. Vide order dated 14.08.2025, the Hon'ble Court has, *inter alia*, directed
as under:-

“.....

4. *On Respondent No.5 furnishing an indemnity bond to the
extent of 50% of the decretal amount, providing adequate*



security of the remaining 50% balance amount to the satisfaction of the Registrar General of this Court and upon due verification of the Respondent No.5/applicant's name and identity, the decretal amount of Rs.47,74,855.95 along with interest accrued thereupon, if any, be released to the applicant/Respondent No.5.

5. Let an undertaking in the form of an affidavit be filed by Respondent No.5 setting out that in the event the appellant succeeds in the present appeal, Respondent No.5 shall refund the compensation so released to the Appellant."

2. As per office report, an amount of ₹ 47,74,855.95 being the share of respondent No.5 was deposited in this case in the form of an FDR, out of which 50% of the said amount alongwith proportionate interest has already been released to him against indemnity bond pursuant to order dated 31.10.2025 of this court and the remaining amount of his share i.e. Rs.31,41,249.44 is lying deposited in the form of FDR.

3. In compliance of the aforesaid order passed by the Hon'ble Court, as security, Mr. Neeraj Dagar/surety, son of the respondent No.5, has furnished his 1/5th share i.e. 2100 sq. yds. (3 Kanal 9 Marla 4 Sarsai) out of the total land 17 kanal 7 Marla (10500 sq. yds. approx.) in the land comprising in Khewat Nos.332 Rakba 3 Kanal 13 Marla 1/360 share i.e. 0 Kanal 0 Marla 2 Sarsai, Khewat No. 335 Rakba 2 Kanal 7 Marla 1/360 share i.e. 0 Kanal 0 Marla 1 Sarsai, Khewat No. 79 Rakba 94 Kanal 3 Marla 1/90 share i.e. 1 Kanal 1 Marla, Khewat No.334 Rakba 28 Kanal 15 Marla 1/90 share i.e. 0 Kanal 6 Marla, Khewat No. 88 Rakba 2 Kanal 3 Marla 1/120 share i.e. 0 Kanal 0 Marla 3 Sarsai, Khewat No.89 Rakba 40 Kanal 15 Marla 1/120 share i.e. 0 Kanal 7 Marla, Khewat No.80 Rakba 14 Kanal 9 Marla 1/90 share i.e. 0 Kanal 3 Marla 1 Sarsai, Khewat No.90 Rakba 122 Kanal 1/120 share i.e. 1 Kanal 0 Marla 3 Sarsai, Khewat No.175 Rakba 50 Kanal 8 Marla 1/90 share i.e. 0 Kanal 11 Marla 2 Sarsai as per sanctioned mutation No.6547 Virasat, situated in



Village Rangala, Tehsil Tauru, District Nuh, Haryana for and on behalf of respondent no.5 for the release of his remaining 50% amount out of his share in the deposited amount. In support of his ownership rights on the aforesaid land, he has placed on record copy of the revenue record and original security bond dated 15.05.2025.

4. The verification report in respect of the aforesaid property was called from the concerned revenue authority and today Mr. Naveen Kumar, Halqa Patwari from the office of SDM, Tauru, District Nuh, Haryana appeared and stated that he has been authorized by Mr. Jitender Kumar, SDM, Tauru, District Nuh, Haryana vide letter No.130/MC dated 05.02.2026 to appear before this court and place on record report dated 13.02.2026 in respect of the aforesaid land. The said report is taken on record and separate statement of Halqa Patwari is recorded, wherein he has confirmed that Mr. Neeraj Dagar is the owner and in possession of the aforesaid land; the value of the same is assessed to be Rs.32,54,132/- and there is no lien, mortgage and encumbrance on the same.
5. Statements of respondent No.5 (in person) and surety/Neeraj Dagar have also been recorded separately qua releasing the amount to respondent No.5 against the aforesaid land furnished as security to the extent of its value. They have been identified by their counsel.
6. Having regard to the above, the security furnished by the surety/Neeraj Dagar for and on behalf of respondent No.5 is hereby accepted to the extent of its value, subject to the condition that respondent No.5 shall refund the amount to the appellant in the event of the appellant succeeding in the appeal, failing which such amount shall be liable to be recovered by the Court by putting the aforesaid land furnished as security on sale and the surety or its successor and respondent No.5 will not be permitted to protest the same on



any ground whatsoever, as undertaken by them.

7. The Deputy Registrar concerned is directed to send a communication to the concerned SDM and Sub-Registrar through speed post as well through electronic mode that Mr. Neeraj Dagar/surety has furnished his aforesaid land as security in this case and necessary entry to this effect be made in record and to obtain a compliance reports forthwith.

8. On receiving the aforesaid reports, Registrar (B&A) shall remit the remaining 50% amount out of the share of respondent No.5 alongwith proportionate interest to the bank account of respondent No.5, the details of which have already been provided in his earlier statement dated 31.10.2025, in terms of the aforesaid order passed by the Hon'ble Court after due verification.

Release of the share of respondent No.2(b) and 3(b)/Nisha in the deposited amount against security

9. Learned counsel for the respondent No.2(b) and 3(b)/Nisha submitted that the amount is yet to be released to her in terms of order dated 25.08.2025 as the report from the concerned revenue authority that the land/plot/property in question has been given as security in this case by the surety/Parminder and necessary entries have been made in the respective records that no sale deed/mortgage/gift deed or encumbrance of any other nature will be permitted without leave of this court, is awaited.

10. Perusal of the record reveals that a letter bearing No.586/Reader dated 02.02.2026 issued by Sub-Registrar, Pillukhera has been received that where it is mentioned that:

“On the subject cited above it is informed to you that as per report made by Patwari Halqa, Pillukhera in



compliance order of Hon'ble Court. As per rapt No.185 Dated 08-11-2025 entered in Rojnamcha Wakyati of Village Pillukhera the property of Parminder Singh and Ram Asre (Deceased) is given as surety in favour of Smt Nisha wife of Parminder R/o Pillukhera. Out of total land 14 Kanal 12 Marla Land 03 kanal 03 marla comprised in khewat no 215/228, Khatoni no 631 is hareby given as surety against Amount of Rs.8,44072 Ps.89. Duplicate copy of Jamabandi is hereby attached as reference.”

11. Clarification is required from Sub-Registrar, Pillukhera, Haryana in respect of above report. Let a court notice be issued to Sub-Registrar, Pillukhera, Haryana to appear in this court through video conferencing by using the link i.e. <https://dhcdja.webex.com/meet/dja.dhc.vc4> for the next date.

12. Renotify on 24.03.2026.

ARUN BHARDWAJ
REGISTRAR GENERAL

FEBRUARY 16, 2026

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