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

+ EX.P. 23/2018

MEENU MALHOTRA & ANR

..... Decree Holders

Through: Mr.P.V. Kapur, Senior Advocate with
Mr.Sidhant Kapur, Mr.V.K. Nagrath,
Ms.Kaveri Gupta, Mr.Jitender
Panchal and Mr.Vignaraj Pasayat,
Advocates

versus

NEELAM SEHGAL

..... Judgement Debtor

Through: Mr. Harish Malhotra, Sr. Advocate
with Mr. R.K. Modi, Advocate for
judgment debtor.
Mr.Amit Bajaj, Advocate for Lokesh
Kumar Nanda.

CORAM:

HON'BLE MR. JUSTICE J.R. MIDHA

ORDER

% **12.10.2018**

1. Learned senior counsel for the decree holders submits that the parties could not find a buyer and, therefore, a Court Auctioneer be appointed for sale of the immovable properties in question.
2. Learned counsel for the judgement debtor as well as Mr. Lokesh Nanda has no objection to appointment of a Court Auctioneer for sale of the immovable properties.
3. Mr. Harish Kumar Sharma, Advocate, Mobile Nos.9434059824 and 9899032389 is appointed as Court Auctioneer to auction the following three properties:

(i.) Shop No. 50, G.B. Road (GF), Delhi-110006, (MCD No.5334



and 5347 (Khasra No.444/173-174) admeasuring 85 sq. yards).

(ii.) 50% undivided share of property No.6/3B, Roop Nagar, Delhi-110007 admeasuring 642 sq. yards including roof rights.

(iii.) 1/2 share in Mindscape No.A-609, Vatika, Faridabad. (Share of late Sh. B.M. Nanda (i.e. 5% of 5329 sq. feet, amounting to 266.45 sq. feet) in property bearing unit no. 609, 6th floor, Vatika Mindscape, Mathura Road, Faridabad.

4. Before conducting a public auction, the valuation of the suit properties shall be determined by the Court Auctioneer for which purpose, all the parties shall be entitled to file their respective valuation reports, while exchanging copies thereof with each other, so that a minimum reserved price can be fixed by the Court Auctioneer. The reserve prices shall not be less than 60% of the market value of the properties.

5. The Court Auctioneer shall take all necessary steps for auctioning suit properties, including issuing advertisements in the press and online for inviting bids. The Court Auctioneer shall consider websites such as Government eAuctioning System - <https://eauction.gov.in> or <https://www.bankeauctions.com>. Upon the highest bid being finalized, the Local Commissioner shall call upon the bidders to deposit 25% of the reserve price of the suit properties, by preparing a demand draft in the name of the Registrar General and seek the approval of this Court before the execution of the sale deed.

6. With respect to the property mentioned at paragraph No.3(i), the parties are in joint possession of the ground floor whereas the mezzanine floor is in possession of the Kunal Sehgal (son of the judgement debtor). Kunal Sehgal present in Court undertakes to handover vacant, peaceful and physical possession of the aforesaid property to the auction purchaser. The undertaking is accepted.



7. In view of the undertaking given by Mr. Kunal Sehgal to handover the vacant, peaceful and physical possession of Shop No.50, G.B. Road, Delhi to the auction purchaser, the decree holders agree not to disturb his possession in the mezzanine floor of the aforesaid shop till it is to be handed over to the auction purchaser.
8. The judgment debtor, Neelam Sehgal (mother of Kunal Sehgal) undertakes to withdraw the Civil Suit No.28/2017 relating to Shop No.50, G.B. Road, Delhi pending before the District Court at Tis Hazari within ten days from today. The undertaking is accepted.
9. With respect to Roop Nagar property mentioned at paragraph 3(ii), the parties claim to be in possession of the entire ground floor except access from the right gate and servant quarter on right side near stair case. The parties undertake to handover peaceful possession of the aforesaid portion of the auction purchaser. The undertaking is accepted. The auction purchaser shall be at liberty to seek the partition of the suit property by metes and bounds, either by negotiating a settlement with Mr. Lokesh Nanda or to take recourse to the appropriate legal proceedings in accordance with law.
10. The possession of the property mentioned at paragraph 3(iii) is with decree holders and judgement debtor, who shall handover the physical possession to the auction purchaser.
11. The decree holders and judgment debtor undertake to furnish personal surety bonds and also to pay their respective shares of the Court fees in decided Testamentary Case No.5 of 2017 within ten days from today. The undertaking of the parties is accepted.
12. The original title deeds of the suit properties shall be produced by the party, who is in custody thereof, before the Court Auctioneer, as and when directed.
13. The parties shall assist the Court Auctioneer in executing the



commission. The parties shall be entitled to participate in the public auction. The parties shall be entitled to bid personally or by bringing their financiers, builders, etc., who can bid on their behalf.

14. After the report of the Court Auctioneer is considered and the highest bid accepted by the Court, vacant physical possession of the suit properties shall be handed over to the successful bidder, along with the original title deeds, at the time of executing the sale deeds. If the original title deeds are not available then certified copies thereof from the concerned authority will be handed over to the successful bidder.

15. The sale proceeds of the auction shall be distributed by this Court, after satisfying the liabilities of Late Sh. B.M. Nanda, in the following proportion:

Decree Holder No.1 – 1/3rd

Decree Holder No.2 – 1/3rd

Judgment Debtor – 1/3rd

The parties shall furnish the particulars of the liabilities of Late Sh.B.M. Nanda on affidavit within eight weeks from today.

16. The fees of the Court Auctioneer for auctioning the suit properties is tentatively fixed at Rs.1,00,000/- for each property which shall be borne by the parties in proportion to their respective shares. Apart from the fees of the Court Auctioneer, the parties shall bear the out of pocket expenses, in proportion to their respective shares which may be incurred by the Court Auctioneer for auctioning the properties.

Movable properties

17. The parties agree to divide the amounts lying in savings account with Dena Bank, Darya Ganj, opposite Golcha Cinema, Delhi; Standard Chartered Bank, Narain Manzil, 25, Barakhamba Road; State Bank of India, Asaf Ali Road; PPF Account with State Bank of India, Kamla Nagar



Branch; and LIC Policies, as per details given hereunder:

- (i) Bank Account Nos.016110002031 and 016113001065 with Dena Bank branch earlier at 50 GB Road, Delhi-110006, presently at Darya Ganj, opposite Glocha Cinema, Delhi.
- (ii) Saving Bank Account No.526-1-013343-4 with Standard Chartered Bank, Narain Manzil, 23 Barakhamba Road, New Delhi-110001.
- (iii) Bank account No.33222977693 with State Bank of India at 1-18 B Asaf Ali Road, Delhi.
- (iv) PPF Account No.10343890497 with State Bank of India, Kamla Nagar, Delhi'
- (v) LIC Policies Nos.120503529, 120503530, 120503531 and 120503533 of sum assured of Rs.1 Lakh each.

18. The abovementioned banks and LIC are directed to transfer the amount to Registrar General of this Court and upon receipt of the amount from the aforesaid authorities, the Registrar General shall release 1/3rd share to Decree Holder No.1; 1/3rd to Decree Holder No.2 and 1/3rd to the Judgement Debtor.

19. With respect to the movable properties lying at property No. 50 G.B. Road, Delhi, and at 6/3B Roop Nagar, the parties shall file a valuation report of the items lying there whereupon the order of disposal shall be passed.

20. List for reporting compliance on 20th December, 2018.

21. The copy of this order be sent to the Court Auctioneer.

22. Copy of this order be given *dasti* to counsels for the parties under signatures of the Court Master.

23. The parties shall furnish the copy of this order to Dena Bank, Darya Ganj, opposite Golcha Cinema, Delhi; Standard Chartered Bank, Narain Manzil, 23 Barakhamba Road; State Bank of India at 1-18 B Asaf Ali Road,



Delhi; State Bank of India, Kamla Nagar Branch and LIC along with the duly discharged documents. The parties shall complete the necessary formalities as directed by the concerned authorities.

J.R. MIDHA, J.

OCTOBER 12, 2018/ds