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

I.A. 32401/2025

IN

+ CS(OS) 869/2025

PRABHSAHAY KAUR

.....Plaintiff

Through: Mr. Sanjay Jain, Mr. Jayant Kumar Mehta, Sr. Advs. with Mr. Ankur Mahindro, Ms. Shreya Singhal, Ms. Creesha Shastri, Mr. Ankush Satija, Ms. Harshita Sukhija, Ms. Rishika Agrawal and Ms. Priya Tyagi, Advocates.

versus

MANAV GUPTA ANR

.....Defendants

Through: Mr. Siddharth Aggarwal, Sr. Adv. with and Ms. Kritika Gupta, Adv. for D-1

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

22.12.2025

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I.A. 32401/2025

1. This application has been filed on behalf of the plaintiff, stating that the mediation proceedings between the parties have not been successful and have been closed on 16th December 2025.
2. Accordingly, it is prayed that the plaint, along with the application for interim reliefs, be taken up for hearing.
3. For the reasons stated in the application, the application is allowed. The suit and the application for interim relief are taken up for hearing today itself.

CS(OS) 869/2025

Page 1 of 4



CS(OS) 869/2025

4. Let the plaint be registered as a suit.
5. Issue summons.
6. Summons are accepted on behalf of the defendant no.1.
- 6.1. Written statement be filed by the defendant no.1 within thirty (30) days from today.
7. Summons be issued to the defendant no.2 through all permissible modes.
- 7.1. Written statement be filed by the defendant no.2 within thirty (30) days from the date of receipt of summons.
8. Along with the written statement(s), the defendants shall also file affidavit(s) of admission/denial of the documents of the plaintiff, without which the written statement(s) shall not be taken on record.
9. Liberty is given to the plaintiff to file replication(s), if any, within thirty (30) days from the receipt of the written statement(s). Along with the replication(s) filed by the plaintiff, affidavit(s) of admission/ denial of the documents of the defendants be filed by the plaintiff.
10. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.
11. If any of the parties wish to seek inspection of any documents, the same shall be sought and given within the timelines.
12. List before the Court on 3rd February, 2026.

I.A.32033/2025 (u/O-XXXIX R- 1 and 2 of CPC)

12. Issue Notice.
13. Notice is accepted by counsel for the defendant no.1.
14. Notice be issued to the defendant no.2 through all permissible modes.



15. Reply(ies) be filed within three (3) weeks.
16. Rejoinder thereto, if any, be filed before the next date of hearing.
17. Mr. Sanjay Jain, senior counsel appearing for the plaintiff expresses the following concerns of the plaintiff based on which he seeks ad interim directions:-

- i) The plaintiff and the defendant no.1 have a joint overdraft account bearing No. 50200103234984 with HDFC Bank, under which a sum of Rs.1.70 crores has been unilaterally withdrawn by the defendant no.1.
- ii) The plaintiff, being a joint owner of three (3) properties in Schedule A and property no.4 in Schedule B with the defendant no.1, is entitled to receive the rentals that are being fetched from the aforesaid property.

18. Mr. Aggarwal, senior counsel appearing for the defendant no.1, to allay the apprehensions of the plaintiff in so far as the bank overdraft is concerned, submits that the aforesaid overdraft shall be fully serviced by the defendant no.1. He further submits that the defendant no.1 shall indemnify the plaintiff in respect of any liabilities that may arise out of the said overdraft, provided that the plaintiff does not lay any claim to the amounts covered in the said overdraft.

19. Insofar as the jointly owned properties are concerned, Mr. Aggarwal submits that properties no.1 and 2 in Schedule A of the plaint are self-occupied. Insofar as property no.3 in Schedule A is concerned, the said property is rented out through a third-party maintenance agency who has to be paid separately. He submits that the defendant no.1 would have no



objection to share the surplus, if any, that is received from the rentals of the aforesaid property no.3 equally with the plaintiff.

20. Insofar as property no.4 in Schedule B is concerned, Mr. Aggarwal submits that 95% of the said property is owned by the defendant no.1 whereas 5% is owned by the plaintiff. He further submits that the rental in respect of the 5% share of the plaintiff is remitted directly to the plaintiff by the tenant and the said arrangement shall continue.

21. Mr. Sanjay Jain, senior counsel appearing for the plaintiff, submits that the plaintiff is entitled to 50% share of the rentals from the said property. This is disputed on behalf of the defendant no.1.

22. This aspect, along with the other reliefs claimed in the application, shall be considered once the reply is filed on behalf of the defendant no.1.

23. Mr. Aggarwal submits that the defendant no.1 bears the school fees of the minor child and shall continue to do so. He further submits, on instructions, that the defendant no.1 is willing to pay a sum of Rs. 2 lakh per month into the plaintiff's account for the upkeep of the minor.

24. Mr. Aggarwal further submits that a divorce petition has been filed by the defendant no.1 before the Family Court and the necessary reliefs with regard to visitation rights shall be made before the concerned Family Court.

25. With the consent of the parties, the date already fixed, *i.e.* 28th January 2026, stands cancelled.

26. List on 3rd February 2026, at 2:30 PM.

AMIT BANSAL, J

DECEMBER 22, 2025/rr