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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 157/2018**

INDRA JAIN

..... Plaintiff

Through: Mr. Vikrant N. Goyal & Mr.
Manoranjan Sharma, Advocates (M-
9953228888)

versus

HEMISH NAGPAL

..... Defendant

Through: Dr. Seema Singhal, Advocate along
with D-1 in person (M-8447929809)
Ms. Isha Bhall & Ms. Perna
Bhargava, Advocates for D-2 to 6 (M-
9811788189)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **01.05.2019**

I.A. 4971/2018 (for stay) & 11748/2018 (for stay)

1. The present dispute is in respect of property bearing no.65/22, New Rohtak Road, Karol Bagh, New Delhi comprising of 270 sq. Yds ('suit property.' Vide order dated 13th April, 2018, the original Defendant was restrained in the following terms:

"CS(OS) 157/2018 & IA No.4971/2018

Plaintiff has filed the suit for permanent and mandatory injunction in respect of property bearing No. 65/22, New Rohtak Road, Karol Bagh, New Delhi comprising of 270 sq.yds, against the defendant. This property was jointly owned by Late Parduman Singh Jain and Mr. Mahinder Singh Jain, purchased in 1981. However, Parduman Singh Jain expired and his 1/2 undivided share in the property devolved upon his legal heirs. The legal heirs of late Parduman Singh



Jain then relinquished their shares in the said property in favour of their mother – plaintiff. The property stands mutated in the name of Mahinder Singh and the plaintiff herein in the record of DDA. Mahinder Singh in the year 2011 sold his undivided half share in the said property to defendant vide a registered sale deed. It is submitted the defendant intends to reconstruct the property and to sell it off to someone else despite both have agreed in case of sale right a pre-emption shall be given to either of them. It is further submitted the defendant is intending to reconstruct the property in violation of the sanctioned plan and in violation of the report dated 30.05.2011 of the architect which is as follows :

The Building is a two and half story frame structure building partly load bearing and is divided in two units. The central portion where the maximum load of building comes is common and the building is designed for a two and half story structure. All the slabs, beams, walls, columns are continuous and the load taken for them is as common unit. What is also significant in this regard is the fact that the entire built up area is supported by a common beam, and the building is likely to crumble, if it is tinkered with by way of any construction, addition or alteration in the portion of the premises and the remaining portion of the building shall be substantially impacted and damaged. In this backdrop, And it is Advised that no addition alteration of Any part of the building is to be done, if done the impact will be on the both the portion.

Issue notice of the suit and application to the defendants by all modes on filing of PF/RC returnable for 22.05.2018 before the Joint Registrar and in the meanwhile the defendant is restrained from



reconstructing the property in violation of the sanctioned plan and if he intends to sell his undivided share in the property he may follow the spirit of agreement between the parties as stated in e-mails at page 16 and 17 of the documents filed by the plaintiff. Compliance of Order 39 Rule 3 of the CPC be made within ten days from today.”

2. However, it came to light that the Defendant No. 1 had in fact sold the property to Defendants No.2 to 6. In view thereof, the Plaintiff has moved I.A. 11748/2018 seeking extension of the injunction order to the said Defendants and also to restrain them from selling the property in future.

3. Defendants No. 2 to 6 are in possession of half portion of the property and Plaintiff is in possession of the other half portion of the property. Both parties shall ensure that no re-construction of is done in violation of the sanctioned plan. Further, both parties shall maintain *status quo* as to title and possession in the suit property.

4. Both I.As are disposed of.

CS(OS) 157/2018

5. List for framing of issues on 8th July, 2019. Both parties to exchange their proposed issues.

PRATHIBA M. SINGH, J.

MAY 01, 2019

Rahul