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

+ **CS(OS) 55/2025 & I.A. 2079/2025**

RAKESH KUMAR

.....Plaintiff

Through: Mr. Ashish Kumar Sharma, Advocate
along with plaintiff in person

versus

NARENDER KAUR DHIMAN & ORS.

.....Defendants

Through: Mr. Rishipal, Advocate for D-1, D-2
& D-3 (Through VC)
Mr. Ankit Chadha, Advocate for D-7

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **22.05.2025**

CS(OS) 55/2025

1. This is a suit filed for partition and permanent injunction in respect of two immovable properties i.e., No. B-1 /91, Ashok Vihar, Phase - II, Delhi – 110052 measuring 125 sq. yards (104.516 sq. meter) (hereinafter referred to as ‘**B-1/91**’) and property No. B-1213/E-37, Shastri Nagar, Delhi - 110052 measuring 183 square yards (153.011 sq. meter)(hereinafter referred to as ‘**B-1213/E-37**’), both of which are stated to be undivided and jointly owned by the parties to the suit as legal heirs of Late Smt. Krishna Devi an Late Shri Hari Ram.

2. Let the plaint be registered as a suit.

3. Mr. Rishipal, Advocate, has joined the proceedings through Video Conferencing link along with defendant nos. 1, 2 and 3. Mr. Ankit Chadha,

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Advocate enters appearance on behalf of defendant no. 7.

4. Issue summons.

Summons to defendant nos. 1 to 3 and defendant no.7

Mr. Rishipal, Advocate, accepts summons on behalf of defendant nos. 1, 2 and 3. Mr. Ankit Chaudhary, Advocate accepts summons for defendant no. 7. The counsels for defendant nos.1 to 3 and defendant no.7 waive the right of formal service of summons. They state that they will file their *Vakalatnama* within one (1) week, if not already filed.

5. Learned counsel for the plaintiff is directed to e-mail a copy of the paper book to the said counsels during the course of the day.

6. Defendant nos.1 to 3 and defendant no.7 shall file written statement(s) must be filed within thirty (30) days. The defendant shall also file affidavit(s) of admission/denial of the documents filed by the plaintiffs, failing which the written statement(s) shall not be taken on record.

Summons to defendant nos. 4 to 6

7. Upon steps being taken by the plaintiff, issue summons to remaining defendant nos. 4 to 6 by all permissible modes on filing of process fee. Affidavit of service be filed within two (2) weeks.

8. The summons shall indicate that the written statement(s) must be filed within thirty (30) days from the date of receipt of the summons. The defendants shall also file affidavits of admission/denial of the documents filed by the plaintiff, failing which the written statement(s) shall not be taken on record.

Replication

9. The plaintiff is at liberty to file replication(s) thereto within thirty (30) days after filing of the written statement(s). The replications shall be

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accompanied by affidavits of admission/denial in respect of the documents filed by the defendants, failing which the replications shall not be taken on record.

10. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.

11. Any party seeking inspection of documents may do so in accordance with the Delhi High Court (Original Side) Rules, 2018.

12. List before the learned Joint Registrar for completion of service and pleadings, marking of exhibits and admission/denial of documents on **29.07.2025**.

13. List before the Court on **13.10.2025**.

I.A. 2079/2025 (Under Order XXXIX Rule 1 and 2 CPC)

14. This is an application filed under Order XXXIX Rule 1 and 2 of Code of Civil Procedure, 1908 ('CPC').

15. Learned counsel for the plaintiff states that the suit properties have to be divided between the parties as per the Memorandum of Understanding ('MOU') dated 02.05.2022 and Supplementary MOU dated 14.09.2022 which recorded terms for amicable partition and relinquishment of rights inter se the parties, including the manner of disposal of property **B-1213/E-37**, and exclusive ownership of property **B-1/91**, in lieu of payment obligations and execution of relinquishment deeds.

16. In both MOUs executed, the parties were the same – First party (defendant nos. 1-3 herein), Second party (Plaintiff herein), Third party (defendant nos. 4-6 herein) and Fourth party (defendant no. 7 herein).

16.1 In terms of the MOU dated 02.05.2022, it was agreed that Second party was to pay 25% from the sale proceeds of property B-1213/E-37 to the

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third party and 20% to the fourth party subject to third and fourth party transferring their shares in property B-1/91 by way of relinquishment deed in favour of first party on or before 15.06.2022. It was further stated that first party would receive exclusive rights to in property B-1/91. All parties agreed to execute the necessary title an relinquishment deeds, and ongoing litigations inter-se were to be withdrawn.

16.2 It is stated that the first party would pay Rs. 10 lakhs to second party and further relinquish their right in property B-1213/E-37 on or before 15.06.2022. It is stated that second, third and fourth party to jointly sell the property B-1213/E-37 in open market within the maximum period of four (4) months after the execution of the present MOU and out of the said consideration, the second party shall give 25% of the sale consideration amount of Smt. Kiran Dhiman/defendant no. 4 of the third party and it is further agreed that the second party shall also give 20% of the said sale consideration amount to fourth party and rest of the sale consideration amount i.e., 55% shall be kept by the second party.

16.3 As per the Supplementary MOU dated 14.09.2022, the parties reaffirmed the arrangement whereby the second, third, and fourth parties would collectively own and sell Property B-1213/E-37 provided that second, third and fourth party will relinquish their respective shares in B-1/91 in favour of the first party.

16.4 Property B-1/91 to be exclusively held by first party and second, third and fourth party to execute relinquishments deed on or before 26.09.2022.

16.5 First party was to relinquish their shares in B-1213/E-37 in favour of second, third and fourth party by way of relinquishment deeds. Further second, third, and fourth party to jointly share an sell property B-1213/E-37

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in open market with the maximum period of three (3) months after the execution of the present MOU and out of the sale consideration of 61% going to second party, 20% to third party and 19% to 4th party.

17. Learned counsel for the plaintiff states that defendant nos. 1 to 3 are in possession of both the suit properties, whereas plaintiff and defendant no. 7 also have a right to these properties.

18. He states that in fact, defendant nos. 1 to 3 have been carrying on fresh construction in the Shastri Nagar/(B-1213/E-37) property, which is contrary to the MoU as the said property has to be sold. He relies upon the photographs to show fresh construction being carried out on the roof of the property.

19. In reply, learned counsel for defendant nos. 1 to 3 states that the work being carried out is of repair work and no fresh construction is being raised.

20. After some arguments, learned counsel for defendant nos. 1 to 3 states on instructions, that defendant nos. 1 to 3 will immediately stop all repair work and all construction work being carried out at the property including repairs.

21. Issue notice. Learned counsel for defendant nos. 1, 2 and 7 accepts notice. Issue notice to remaining defendants through all modes.

22. Reply to the application be filed within four (4) weeks. Rejoinder thereto, if any, be filed within four (4) weeks thereafter.

23. Parties are directed to maintain status quo qua title, possession and construction.

24. Provisions of Order XXXIX Rule 3 of the Code of Civil Procedure, 1908 be complied with within one (1) week from today.

25. List before the learned Joint Registrar for completion of service and

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pleadings, marking of exhibits and admission/denial of documents on **29.07.2025.**

26. List before the Court on **13.10.2025.**

27. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MAY 22, 2025/rhc/akp

MANMEET PRITAM SINGH ARORA, J

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

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