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

+ **CS(OS) 3676/2014 & I.A. 23906/2014**

MASTER RACHIT @ CHINUPlaintiff

Through: Mr. Ajit Dayal and Mr. Awijit Paliwal, Advs. along with plaintiff with his mother in person.

Versus

SATYENDER DABAS & ORSDefendants

Through: Mr. Mukul Sharma, Adv. for D-1 to D-4.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% **25.07.2024**

I.A. 18225/2023 [under Section 151 CPC by D-4 (wrongly mentioned in the application as D-3) seeking no objection from Court to sell the immovable property at Bahadurgarh, Haryana]

1. The present application has been moved by the defendant no.4 seeking no objection from the Court for selling the residential Plot No. BHP/140, Omaxe City, Delhi Road, Bahadurgarh, Haryana.
2. The learned counsel for the defendant no.4/applicant submits that the present suit is for the partition and the aforesaid property is a subject matter of the present suit. The learned counsel for the defendants had stated on 24.02.2015 that the status quo of the suit properties shall be maintained till the next date which statement was recorded by the court in the order dated 24.02.2015. Thereafter the interim order has continued. Hence, permission of the Court is required to sell the said property.



3. He submits that the plaintiff in the present suit is the grandson of the defendant no.1, who is claiming share in the aforesaid property alleging the same to be the joint family property. It is pleaded case of the plaintiff that he has 1/6th share in the aforesaid property.

4. He submits that the aforesaid property is in the joint name of the defendant no.4, as well as, a third party namely, Smt. Suman Lata (now deceased). He submits that the necessity for selling the aforesaid property is that the third party (LRs of Late Suman Lata) who owns 50% of the said property are in need of money.

5. The learned counsel for the plaintiff submits that the plaintiff does not have any objection to the sale of said property subject to protection of minor plaintiff's interest.

6. The mother of the minor plaintiff, who is acting as next friend, is present in Court. With the consent of plaintiff's mother, the following arrangement has been worked out between the parties:

(i) the parties have agreed to fix the reserve price of the aforesaid property at Rs. 2.5 crores.

(ii) the plaintiff will make an endeavour to get a buyer on the next date who could offer a price better than the aforesaid reserve price. In the event any buyer offering price better than the reserve price is brought by the plaintiff, the aforesaid property shall be sold to him.

(iii) in case the plaintiff fails to get a buyer with a better price on the next date, in that event the defendant no.4 shall be at liberty to sell the said property subject to prior deposit of 1/6th share of the minor calculated at 50% of the reserve price, in the court.

7. Needless to say, that this arrangement is confined only to the above



mentioned property in which third party has 50% ownership.

8. In view of the above, list on 02.09.2024 to enable the plaintiff to arrange for the buyer as proposed.

VIKAS MAHAJAN, J

JULY 25, 2024/dss