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

\+ CS(OS) 203/2016

RUKMANI ANANDANI ..... Plaintiff

Through: Mr. Ankur Sood and Mr. Ankush Bhardwaj, Advs.

Versus

UMESH KUMAR ANANDANI & ORS ..... Defendants

Through: Mr. Aayush Agarwala, Adv. for D-1.
Mr. Rajiv Tyagi, Mr. Rahit Gupta and Mr. Manish Chauhan, Advs. for D-2&3.

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

<u>O R D E R</u>

% **01.11.2018**

1. The counsels state that the property has been valued at Rs.9.25 crores and they will be depositing the stamp duty for drawing up of the decree.

2. While the counsel for the plaintiff states that each party should pay stamp duty as per their irrespective shares, the counsel for the defendant No.1 refers to Section 29(g) of the Indian Stamp Act, 1899 to contend that it is for the Court to specify the proportion in which the stamp duty is to be shared. He has argued that since it is the plaintiff who has brought the suit, to be able to deal with her demarcated partitioned share of the property, it is the plaintiff who alone should bear the burden of the stamp duty.

3. In the facts of the present case, I am of the opinion that the parties should bear the stamp duty as per the percentage of their share declared in the preliminary decree for partition.

4. It is further directed that if any of the parties does not deposit his/her share of the stamp duty, it will be open to any other party to deposit that part of the share also to have the decree drawn up and to, out of the sale proceeds of the share of the defaulting party, deduct the amount so paid together with interest thereon @ 9% per annum from the date of payment till the date of realisation/refund.

5. The counsels state that execution proceedings are already pending.

6. No further orders are required in this suit.

7. If the execution is not pending, it will be open to either party to apply therefor, for sale of the property.

8. It is also clarified that the valuation for the purposes of stamp duty will have no bearing on the valuation for the purposes of fixing the reserve price, in the event of auction of the property and will not entitle either party to apply for buying the share of the other as per the said valuation.

RAJIV SAHAI ENDLAW, J.

NOVEMBER 01, 2018
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