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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 213/2016, IA No.5569/2016 (u/O XXXIX R-1&2 CPC) & IA
No.6335/2016 (u/O VI R-17 CPC)

ATUL KUMAR VERMA Plaintiff

Through: Ms. Akanksha Jain, Adv.

Versus

KAMLESH VERMA & ORS. Defendants

Through: Mr. Anuj Handa & Ms. Sanya Handa,
Adv.

Mr. Sharique Hussain, Adv. for
HDFC Bank Ltd.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **07.12.2018**

1. Vide order dated 12th April, 2017, a preliminary decree for partition:
 - (i) of property no.A-267, Chattarpur Enclave, Phase-II, New Delhi *ad measuring* 350 sq. yds. declaring the share of the plaintiff and the three defendants therein to be 1/4th each;
 - (ii) of property no.A-265, Chattarpur Enclave, Phase-II, New Delhi *ad measuring* 300 sq. yds. declaring the share of the plaintiff to be 50% and the share of each the three defendants to be 1/3rd of 50%; and,
 - (iii) of the monies lying in the bank accounts of the common predecessor of the parties on the date of his demise being (a) saving bank account no.1111211613 along with defendant no.1 Smt. Kamlesh Verma with Central Bank of India, Panchsheel Park, New Delhi – 110 017; (b) saving bank account

no.1111289556 along with the plaintiff with Central Bank of India, Panchsheel Park, New Delhi – 110 017; and, (c) saving bank account no.024010008139 with Dena Bank, Chattarpur, New Delhi – 110 074 declaring the share of the plaintiff and the three defendants therein to be 1/4th each.

was passed, determining the share of the plaintiff and the three defendants viz. Kamlesh Verma, Roopa Dewan Chopra & Ila Nath as 1/4th each.

2. On 12th April, 2017 itself, it was stated that property No.A-267, Chattarpur Enclave, Phase-II, New Delhi is incapable of division by metes and bounds and the parties had agreed that they will make proposals for distribution of the property and / or for bidding for the properties. On 16th May, 2017, settlement with respect to property No.A-267, Chattarpur Enclave, Phase-II, New Delhi was arrived at. The counsels state that the said settlement has already been implemented and in view thereof the same be excluded from the final decree for partition.

3. Today, the counsel for the HDFC Bank Ltd. is present in the Court and states that the deceased H.C. Verma had two accounts with HDFC Bank Ltd. and the balance standing to his credit in one of the accounts is Rs.10,859/- and the balance standing to his credit in the other account is in the negative. He has, in Court, handed over the statements of accounts under index dated 7th December, 2018, which are taken on record.

4. The counsels state that the monies of the deceased in the other bank accounts mentioned hereinabove have already been distributed between the parties and the same be also excluded from the final decree for partition.

5. Upon discovery of other properties of the deceased, vide order dated 9th February, 2018, a preliminary decree of partition of:

- (a) 2 bighas plot in Anangpur, District Ballabgarh, Faridabad, Haryana;
- (b) Locker number 34(50500003678362) in HDFC Bank, Sector 67, Noida.

was also passed declaring the parties to have 1/4th share therein.

6. The parties having been unable to arrive at any settlement with respect to the remaining properties, there is no option but to pass a final decree for partition:

A. of the following properties:

- (i) A-265, Chattarpur Enclave, Phase-II, New Delhi; and
- (ii) 2 bighas plot in Anangpur, District Ballabhgarh, Faridabad, Haryana,

of sale thereof and of distribution of sale proceeds amongst the parties in accordance with the shares declared in the preliminary decree for partition; and,

B. following properties is passed:

- (a) monies of the deceased H.C. Verma lying in HDFC Bank; and,
- (b) of the contents of the Locker No.34(50500003678362) of the deceased with HDFC Bank, Sector-67, Noida,

by directing the HDFC Bank to, upon the plaintiff and the three defendants jointly approaching the bank, distribute the monies standing to the credit of the deceased equally to the plaintiff and the three defendants and subject to payment of charges of the bank if any by permitting the

locker to be opened and preparation of an inventory thereof and the contents of the locker if amicably distributed by the parties amongst themselves being so amicably distributed and if not amicably distributed, by keeping the contents back in the locker and of sale of the said contents and distribution of proceeds thereof in accordance with shares declared in the preliminary decree for partition.

7. The parties are left to bear their own costs.

8. Subject to the requisite stamp duty being deposited, decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

DECEMBER 07, 2018

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