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

+ CS(OS) 468/2016 & IAs No.11524/2016 (u/O XXXIX R-1&2 CPC),
11526/2016 (u/S 151 CPC), 13860/2018 (of D-3 u/O I R-10(2) CPC)
& 17667/2018 (of D-1&2 u/O VII R-11 CPC)

HARKESH KUMAR & ORS Plaintiffs

Through: Mr. Deepanshu Gupta, Adv.

Versus

MAHAVIR & ORS Defendants

Through: Mr. Ashok Kumar Sharma, Adv. for
D-1&2.

Mohd. Hakim Khan, Adv. for D-4.

Mr. Deepanshu Gupta, Adv. for D-3.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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08.03.2019

1. Though several applications are pending consideration but on hearing the counsel for the three plaintiffs and who states that he is also the counsel for the defendant No.3 Yash Pal, the counsel for the defendants No.1&2 and the counsel for the defendant No.4, it is learnt (i) that the suit is for partition of the land admeasuring 1400 sq. yds. in the extended Lal Dora of Village Bharthal, Tehsil Kapashera, New Delhi; (ii) that it is not in dispute that the three plaintiffs together have 1/3rd share in the said land, the defendants No.1&2 together have another 1/3rd share in the said land and the defendant No.3 has the remaining 1/3rd share in the said land; (iii) that on the aforesaid basis, each of the 1/3rd share would translate 466 sq. yds. of land; (iv) that it is also not in dispute that the defendants No.1&2 have sold 67.50 sq. yds. of land to the defendant No.4; and, (v) the counsel for the defendants No.1&2

is agreeable that the portion of 67.50 sq. yds. sold by the defendants No.1&2 to the defendant No.4 be deducted out of the defendants No.1&2's 466 sq. yds. share.

2. A perusal of the site plan at page 2 of Part III-A file shows the land to be partly built up. One portion of the land, in the site plan is shown as "Kaniyalal Property". Neither counsel knows who is Kaniyalal nor, which portion is in occupation of which of the parties.

3. All the parties to appear in person before this Court on 19th March, 2019.

RAJIV SAHAI ENDLAW, J.

MARCH 08, 2019

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