

\$~11

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

+ CS(OS) 17/2017

SHARMILA

..... Plaintiff

Through: Mr. Aayush Agarwala, Adv.

Versus

GURMIT KAUR & ORS

..... Defendants

Through: Mr. Parvinder Chauhan and Mr.
Rahul Adhana, Advs. for D-15.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

%

05.03.2020

1. This order is in continuation of the order dated 3rd February, 2020.
2. The counsel for the plaintiff with plaintiff in person, the counsel for the defendant No.15 and one lady who discloses herself to be defendant No.1 Gurmit Kaur and who is identified by the plaintiff present in person, appear.
3. The defendant No.1 appearing in person states that Mr. Satbir Singh, Advocate for defendants No.1 to 6 is not available.
4. The counsel for the plaintiff states that since the last hearing on 3rd February, 2020, the plaintiff and the defendants No.1 to 8 have been having talks for settlement.
5. Defendant No.1 confirms and states that the defendants are willing to buy out the share of the plaintiff. The defendant No.1 also states that she also cannot afford the commission for exploring possibility of partition by metes and bounds.

6. Accordingly, a final decree for partition of:

“A. Property in extended Lal Dora plot No.474 measuring 4378 sq. yds., as shown in Plan, ANNEXURE: P.1

B. Shri Prem Chand and his brothers were co-sharers in the land of extended Lal Dora plot Nos.202 (1-0), 498/1 (0-5) AND 471/1 (4-10). These khasra numbers were mutually divided by Shri Prem Chand and others. Shri Prem Chand was allotted land of extended Lal Dora plot No.202 (1-0) and 498/1 (0-5) as shown in plan ANNEXURE: P.2, while the other brothers of Shri Prem Chand took his share in khasra No.471/1 (4-10). The portion of Shri Prem Chand was otherwise less than his share cumulatively. Shri Prem Chand raised his exclusive construction on the portion so allotted to him. Likewise, on the portion of Khasra No.471/1, constructions were raised by the predecessors of defendant No.9 to 21. The property of khasra number 471/1 is shown in the plan ANNEXURE: P.3.

C. Property measuring 322 sq. yds. situated in extended Lal Dora plot Khasra No.53/1/1 shown in plan ANNEXURE: P.4.

D. Property bearing house No.303 measuring 500 sq.yds. situated in lal dora of village Mitraon, as shown in the plan, ANNEXURE: P.5.”,

by sale thereof and of distribution of sale proceeds amongst the parties as per shares declared in the preliminary decree for partition dated 25th July, 2019, is passed.

7. The parties shall be entitled to sell all the properties in one lot or separately.

8. However before the properties or any of them is sold to outsider, the parties shall be entitled to hold *inter se* bidding, with the party/ies bidding the highest, acquiring the share of other/s, against delivery of possession, payment of consideration and execution of requisite documents.
9. Whichsoever party/ies is/are in possession of whichsoever property/ies, if pursuant to sale/*inter se* bidding do/does not vacate the same, shall be liable to be dispossessed therefrom as if in pursuance to a decree for recovery of possession of immovable property.
10. The parties are left to bear their own costs.
11. Final decree for partition be drawn up.
12. The court fees / stamp duty on the final decree for partition to be paid by the parties in proportion to the shares declared in the preliminary decree for partition dated 25th July, 2019.
13. The parties are also granted liberty to apply for the court fees / stamp duty to be realised first from the sale proceeds or to pay the shares of others and recover the same from the shares of the sale proceeds of others.

RAJIV SAHAI ENDLAW, J.

MARCH 05, 2020

‘shw’..