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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS)No.265/2020 & I.A.No.8180/2020**

IQBAL SINGH

.....Plaintiff

Through : Mr. Sudhir Nandrajog, Sr. Adv. With
Mr. Mansimran Singh and Ms.
Vishakha Ahuja, Advs.

versus

SATVINDER KAUR & ANR.

.....Defendants

Through : Mr. B.R. Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

O R D E R

18.09.2020

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[Court hearing convened *via* video-conferencing on account of COVID-19]

1. Pursuant to the notice issued on 16.09.2020, Mr. B.R. Sharma has entered appearance on behalf of the defendants.

2. Mr. Sharma says that the defendants also have an interest, *inter alia*, in Flat No. 6434, C-6 & 7, Vasant Kunj, New Delhi-110070.

2.1 It is Mr. Sharma's contention that, therefore, any arrangement made by the plaintiff for letting out the said property should also take care of the interest of the defendants.

3. Mr. Sudhir Nandrajog, learned senior counsel, who appears on behalf of the plaintiff, says that insofar as the plaintiff is concerned, he has received towards security deposit Rs. 1,30,000/- *qua* the aforementioned property from the prospective tenant and that the monthly rent *vis-a-vis* the same is fixed at Rs. 60,000/-.

3.1 Mr. Nandrajog, on instructions, says that the plaintiff is willing to pay a lump sum amount of Rs. 50,000/- out of the security deposit and also remit, per month, Rs. 10,000/- out of the rent obtained from the tenant.

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4. In response to this offer of the plaintiff, Mr. Sharma says that the offer can be accepted, *albeit* without prejudice to the legal rights of the defendants to claim more money, *inter alia*, towards maintenance.

5. Accordingly, the following directions are issued in the matter:

(i) The plaintiff will have leave to allow the prospective tenant i.e. Mr. Prateek Kongari to take possession of the aforementioned property as a tenant pursuant to the lease agreement dated 25.08.2020.

(ii) The plaintiff will remit Rs. 50,000/- to defendant no. 1 within one week from today.

(iii) The plaintiff will pay to the defendants, Rs. 10,000/- per month, out of the rent received from Mr. Prateek Kongari.

(iv) The aforesaid arrangement will not come in the way of the defendants seeking further sums from the plaintiff towards maintenance in appropriate proceedings instituted, in that behalf, as per law.

6. Having regard to the aforesaid directions, counsel for the parties say that both, the suit as well as the captioned application can be closed.

6.1 It is ordered accordingly.

7. The suit and the captioned application are disposed of. A decree will be drawn-up in the aforesaid terms.

RAJIV SHAKDHER, J

SEPTEMBER 18, 2020

Aj/KK

[Click here to check corrigendum, if any](#)

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