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

Date of Decision : 27.02.2020

+ W.P.(C) 11785/2018

M/S G. S. BHAMRA AND SONS Petitioner
Through: Mr.J.M.Kalia and Ms.Bhawana
Garg, Advs.

versus

DELHI STATE INDUSTRIAL AND INFRASTRUCTURAL
DEVELOPMENT CORPORATION LTD. Respondent
Through: Mr.Abhishek Pundir, Adv. for
Ms.Anusuya Salwan, Adv.

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA
NAVIN CHAWLA, J. (Oral)

1. This petition has been filed praying for *inter-alia* grant of possession of the industrial plot ad-measuring 200 sq. mtr. in Sector-5, Pocket-N, No.26, Bawana Industrial Area, Delhi allotted to the petitioner, which is a partnership firm duly registered under the Partnership Act, 1932 by the respondent.
2. The said allotment was made in the name of the partnership firm, which was earlier constituted by four partners namely, Mr.Gurbax Singh, Mr.Pritam Singh, Mr.Kulwant Singh and Mrs.Amarjeet Kaur. It is the case of the petitioner that Mr.Gurbax

Singh retired from the partnership firm and thereafter expired on 04.02.2003, that is, before the allotment of the industrial plot. It is further the case of the petitioner that the other legal heirs of the late Mr. Gurbax Singh executed a Deed of Relinquishment dated 06.12.2007 in favour of Mr.Pritam Singh and Mr.Kulwant Singh *inter-alia* with respect to the plot allotted by the respondent in favour of the partnership firm. The said Deed of Relinquishment was duly registered with the office of the Sub-Registrar of Documents on 06.12.2007.

3. It is further the case of the petitioner that Mrs. Amarjeet Kaur retired from the partnership firm and also executed a Relinquishment Deed duly registered with the office of the Sub-Registrar of Documents, thereby relinquishing her share in the plot allotted in favour of Mr.Pritam Singh and Mr.Kulwant Singh, the two remaining partners in the partnership firm.

4. The petitioner further asserts that the respondent has been raising demands for various documents from the petitioner from time to time, which have been duly complied with by the petitioner, however, the possession of the plot in question has not been handed over to the petitioner yet.

5. The learned counsel for the respondent, placing reliance on a communication dated 15.10.2015, submits that there were certain discrepancies found in the documents submitted by the petitioner inasmuch as the Partnership Deed which was stated to be executed on 31.03.2008, was registered on the stamp paper which was purportedly purchased on 05.04.2008. Similarly, though Mrs. Amarjeet Kaur was

stated to have retired from the partnership firm on 31.03.2008, it was found that she had continued to act as a partner even thereafter.

6. In my view, these objections are merely technical in nature. It is not the case of the respondent that any other person has raised a claim over the plot in question. Nor is it the case of the respondent that same third parties have been inducted into the partnership. It is the case of the petitioner that the petitioner has submitted the registered Relinquishment Deed executed by the legal heirs of the deceased partner Mr. Gurbax Singh as also from the retiring partner Mrs. Amarjeet Kaur with the respondent. The petitioner further claims that the partnership deed has been duly registered and all changes in the constitution thereof have been duly incorporated, in accordance with Section 63 of the Indian Partnership Act, 1932. Copies of these documents have also been submitted to the respondent. It is further stated that the Partnership Agreement specifically provided that the same shall not be dissolved on account of death or retirement of any partner.

7. The learned counsel for the petitioner further submits that on the one hand the respondent has not handed over the possession of the plot in question to the petitioner, and on the other hand is demanding “watch & ward charges” and “late construction charges” from the petitioner.

8. I find merit in the submissions made by the learned counsel for the petitioner. Admittedly, the possession of the plot has not been handed over to the petitioner in spite of the petitioner submitting all

required documents to the respondent. The petitioner in such circumstances cannot be held amiss of making construction of the plot (without possession). Such demands clearly reflect non-application of the mind by the respondent.

9. In view of the above, the respondent is directed to clearly spell out any documents that are still required from the petitioner to be submitted for the possession of the plot in question to be handed over to the petitioner. Such communication must be given to the petitioner within a period of three weeks from the receipt of the copy of this order.

10. The respondent within the same time-frame shall also communicate if there are any additional charges to be paid by the petitioner. Such demand shall, however, not be on account of alleged delay in construction on part of the petitioner.

11. On petitioner complying with such requisitions, the possession of the plot in question shall be handed over to the petitioner, positively within a period of four weeks from the date the petitioner complies with the same.

12. The petition is allowed in the above terms, with no order as to cost.

NAVIN CHAWLA, J

FEBRUARY 27, 2020/Arya