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

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Date of decision: 10th November, 2023

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CS(OS) 255/2011

SUMANGLI GUPTA

..... Plaintiff

Through: Mr. P.K. Agrawal & Mr. Rishabh
Tomar, Advocates.

versus

L.R. GUPTA, HUF & ORS.

..... Defendants

Through: Mr. Sameer Vashisht & Mr. Vanshay
Kaul, Advocates for D-3.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

JUDGMENT (oral)

I.A. 22486/2023 (u/S 151 of CPC, 1908)

1. The present Application under Section 151 of the Code of Civil Procedure, 1908 has been filed on behalf of the applicant/plaintiff seeking directions to the defendant No. 3 to make payment of Rs. 41,00,000/- which he had collected as interest free security from M/s Pinakin Hotels Private Limited and also direction to the defendant No. 3 to make payment of Rs. 10,03,572/- paid by the applicant/plaintiff towards the Property Tax prior to 14.06.2022.

2. It is submitted in the application that the Suit for Partition was filed by Shri Rajeev Gupta, elder brother of Smt. Sumangli Gupta who was impleaded as defendant No. 4. Smt. Sumangli Gupta filed the Suit for Partition in respect of various properties listed therein. However, the matter



was eventually settled before the Division Bench of this Court *vide* Compromise Deed dated 31.05.2022 *inter se* the parties in an Appeal from Suit bearing No. CS(OS) 1968/2023, wherein the parties had agreed that towards the claims of the plaintiff, she shall be given the Property bearing No. B-104, Greater Kailash-I, New Delhi along with an amount of Rs. 25,00,00,000/-. Accordingly, all the matters got settled and the plaintiff undertook to withdraw the present Suit.

3. The Gift Deed dated 15.06.2022 has already been executed in favour of the plaintiff gifting her the aforesaid property in addition to Rs. 25,00,00,000/-.

4. Learned counsel for the defendant No. 3 submits that as soon as the receipt of the payment of Property Tax is furnished by the plaintiff, the said amount shall be refunded to the plaintiff within two days.

5. The plaintiff has also claimed that the property had been leased out to M/s Pinakin Hotels Private Limited and at the time of creation of tenancy, a sum of Rs. 45,00,000/- had been received by the defendant No. 3 as interest free security. The tenants are now in the process of vacating the suit premises and are claiming the return of interest free security amount. Therefore, the defendant No. 3 may be directed to pay this interest free security amount to the plaintiff to be refunded to the tenants at the time of vacation of the said property.

6. Learned counsel for the defendant No. 3 has opposed this prayer on the ground that in the Settlement dated 31.05.2022, there was no stipulation in regard to the refund of the Rs. 41,00,000/- and, therefore, the same cannot be agitated in the present Suit.

7. After some arguments, learned counsel for the plaintiff, on



instructions, has agreed to withdraw the present Suit in terms of the Settlement dated 31.05.2022 arrived at before the Division Bench of this Court with the liberty to agitate his claims for recovery of Rs. 41,00,000/- either before the Division Bench by way of contempt or through any other legal remedy available to the plaintiff.

8. In view of the submissions made, the plaintiff is permitted to withdraw the present Suit, subject to the conditions as stated above.

9. The present Suit is dismissed as withdrawn with liberty as prayed for.

10. The present application is disposed of.

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11. In view of the Order passed in the Application bearing No. I.A. 22486/2023, the present Suit is dismissed as withdrawn with liberty as prayed for.

12. The next date of hearing i.e., 06.02.2024 is hereby cancelled.

**(NEENA BANSAL KRISHNA)
JUDGE**

NOVEMBER 10, 2023

S.Sharma