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

% *Date of decision: 02nd November, 2023*

+ **CS(OS) 370/2020** & IAs 10971/2020, 10877/2021, 14764/2022,
16242/2023

KUMUD GROVER Plaintiff

Through: Mr.Mohit Jolly, Advocate with
Ms.Vijayata Bhalla, Advocate.

versus

SANJAY GROVER Defendant

Through: Mr.Rahul Shukla, Advocate with
Mr.Ramandeep Singh and
Ms.Sayantani Basak, Advocates.

+ **CS(OS) 445/2023** & IA 16104/2023

SWEETY BHATIA Plaintiff

Through:

versus

KUMUD GROVER AND ORS Defendant

Through: Mr.Mohit Jolly, Advocate with
Ms.Vijayata Bhalla, Advocate for
D-1.
Mr.Rahul Shukla, Advocate with
Mr.Ramandeep Singh and
Ms.Sayantani Basak, Advocates for
D-2 to D-7.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T (oral)

1. **CS(OS) 370/2020** has been filed by the plaintiff seeking the following prayers:

“A. pass a preliminary decree of partition in favour of the Plaintiff and against the Defendant in respect of the ground floor,



first floor and the terrace above the second floor of the property bearing No. 98, Indira Vihar, Near DTC Bus Depot, Delhi measuring approx. 80 sq. yds. More specifically shown and delineated in the site plan annexed with the plaint, thereby holding that the Plaintiff and the Defendant have the respective 50% shares each in the aforesaid property;

B. appoint a local commissioner with the Directions to suggest the mode of partition and thereafter, a final decree of partition be passed in favour of Plaintiff and against the Defendant if the property is found to be capable of being partitioned physically, in terms of the aforesaid preliminary decree and in case if it is held that the said property is not partitionable, in that event, the said property be ordered to be sold and sale proceeds be ordered to be distributed between the Plaintiff and the Defendant to the extent of their respective 50% shares each as stated above in the interest of justice;

C. Pass a decree for damages/mesne profits in favour of the plaintiff and against the Defendant at the rate of Rs. 40,000/- (Rupees Forty Thousand Only) per month or at such higher rate which may be the market rate of rent at the time of decision of the suit, for illegal use, occupation of the ground floor, first floor and the terrace above the second floor of the property bearing no. 98, Indira Vihar, Near DTC Bus Depot, Delhi measuring approx., 80 sq. yds. from the date of filing of the present suit till the date of partition of the said property either by metes and bounds or by sale. The plaintiff undertakes to pay the requisites court fees as and when so directed by this Hon'ble Court.

D. Pass decree of possession in favor of plaintiff and against the defendant in respect of the 2nd Floor of property bearing no.98, Indira Vihar, Near DTC Bus Depot, Delhi more specifically shown and delineated in the site plan annexed and the plaintiff be put in the peaceful vacant possession of the said property;

E. Pass a decree for damages/mesne profits in favour of the plaintiff and against the Defendant at the rate of Rs. 25,000/- (Rupees Twenty Five Thousand Only) per month or at such higher rate which may be the market rate of rent at the time of decision of the suit, for illegal use, occupation of the second floor of the property bearing no. 98, Indira Vihar, Near DTC Bus Depot,



Delhi measuring approx., 80 sq. yds. From the date of filing of the present suit till the date of handing over of peaceful vacant possession of the said property by the defendant to the plaintiff.

The plaintiff undertakes to pay the requisites court fees as and when so directed by this Hon'ble Court.

F. pass a decree for grant of interest @12% p.a. on the amount of mesne profits/damages so determined from the date of filing of the present suit till the date of handing over of peaceful vacant possession of the said property by the defendant to the plaintiff.

G. Costs of the suit/proceedings be also awarded in favour of the plaintiff and against the Defendant.

2. **CS (OS) 445/2023** has been filed by the plaintiff with the following prayers:-

i. Decree of declaration that the plaintiff is the co-owner of the 1/7th share of the suit property bearing No. 98, Indira Vihar, near DTC Bus Depot, New Delhi; and

ii. Decree of declaration that the Agreement to Sell dated 07.01.2005 registered in the office of the Sub- Registrar-VI, Delhi vide document No. 745 in Addl. Book No. I, Vol. 5658 at Pages 01 to 13, General Power of Attorney dated 07.01.2005 and a WILL dated 07.01.2005 executed by Mrs. Darshana Rani Grover as Void-ab-initio and such other subsequent acts in relation to those documents;

iii. Decree of Partition in favor of the plaintiff qua her 1/7th undivided equal share in the suit property bearing No. 98, Indira Vihar, near DTC Bus Depot, New Delhi.

3. The parties have arrived at a settlement vide Memorandum of Settlement dated 13.03.2023. In terms of the settlement, the possession of the property has been handed over to the plaintiff Kumud Grover in CS(OS) 370/2020 on payment of Rs.56 lakhs to the defendant Sanjay Grover in CS(OS) 370/2020. The cheque has been duly honoured and the money has been received by the defendant Sanjay Grover in CS(OS) 370/2020. By



virtue of the settlement, 1/3rd share of the defendant Sanjay Grover in the properties has been purchased by the plaintiff Kumud Grover who has become the absolute owner.

4. The parties reaffirm the terms of the Settlement which are stated to have been arrived at voluntarily without any coercion and pressure.

5. The parties undertake that they shall remain bound by the terms of Memorandum of Settlement dated 13.03.2023.

6. In terms of the Memorandum of Settlement dated 13.03.2023, the suit filed by the plaintiff Kumud Grover i.e. CS(OS) 370/2020 is decreed in terms of Settlement which shall form part of the Decree.

7. CS(OS) No. 445/2023 filed by the plaintiff Sweety Bhatia is also disposed of in terms of the Memorandum of Settlement dated 13.03.2023 which forms part of the Decree.

8. The plaintiff Kumud Grover in CS(OS) No. 370/2020 is at liberty to get the **decree** registered in accordance with law.

9. Since the settlement is a mediated settlement, the Court fees in the respective suits be refunded entirely to the plaintiffs under the Court Fees Act, 1890.

10. Both the suits along with the pending applications, are accordingly disposed of.

(NEENA BANSAL KRISHNA)
JUDGE

NOVEMBER 02, 2023
akb