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

+ **CS(OS) 91/2024, I.A. 2770/2024**

DEVENDER JAIN

..... Plaintiff

Through: Mr. Sunil Dutt Dixit, Ms. Sajal Dutt
Dixit, Adv. with plaintiff in person

versus

RAVINDER JAIN

..... Defendant

Through: Mr. Lalit Gupta, Mr. Priyansh Jain,
Adv. with defendant in person

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

12.02.2024

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I.A. 2771/2024

Exemption is granted subject to all just exceptions.

The plaintiff shall file legible and clearer copies of exempted documents, compliant with practice rules before the next date of hearing.

The application is disposed of.

CS(OS) 91/2024

1. This is a suit seeking a decree of declaration in favour of the plaintiff and against the defendant for declaring the plaintiff as the exclusive owner of the property bearing No. 159, ad-measuring 330 sq. yards, consisting of basement, ground floor, first floor and second floor at Delhi Officers Co-operative House Building Society Ltd., Madhuban, Delhi-110092. Mr. Gupta, learned counsel for the defendant objects to the maintainability of the suit itself.

2. The plaintiff and the defendant are both present in Court and have been identified by their respective counsels, Mr. Sunil Dutt Dixit and Mr. Lalit Gupta, Advocates.



3. During the pendency of the proceedings, the parties have arrived at a settlement, wherein it has been agreed that the plaintiff and the defendant shall be co-owners to the extent of 50% share each in the land underneath property bearing No. 159, ad-measuring 330 Square Yards, situated at Delhi Officers Co-operative House Building Society Ltd., Madhuban, Delhi-110092. ('Suit property')
4. The suit property shall be vacated by the plaintiff within 3 months from today and entire existing superstructure at the suit property will be demolished for construction of a new building. The new building shall comprise of basement, stilt, ground floor, first floor, second floor, third floor and terrace.
5. The requisite approvals for the new building plans will be sought jointly by both the parties from Municipal Corporation of Delhi by claiming permissible FAR, ground coverage, dwelling units, height etc. as per applicable bye-laws and other applicable laws.
6. Both the parties shall look for a reputed builder within 3 months from today to undertake demolition and reconstruction work.
7. For the construction of the entire building (except basement), 60% of the cost of construction including incidental charges thereto shall be borne by the defendant and 40% of the cost of construction including incidental charges thereto shall be borne by the plaintiff.
8. As far as the basement is concerned, 75% cost of construction including incidental charges thereto shall be borne by the plaintiff and 25% cost of construction including incidental charges thereto shall be borne by the defendant.
9. In the new building to be constructed, post demolition of the existing



structure, the plaintiff shall be entitled to and shall be the exclusive owner of the entire basement, entire ground floor, entire first floor, 50% share in the stilt area and 50% share in the terrace/roof rights.

10. In the new building to be constructed post demolition of the existing structure, the defendant shall be entitled to and shall be the exclusive owner of entire second floor, entire third floor, 50% demarcated share in the stilt area and 50% demarcated share in the terrace/roof rights. The terrace above the third floor shall belong to the extent of 50% share each to the plaintiff and the defendant.

11. All the statutory dues of the property up to 3 months from today shall be cleared by the plaintiff and the defendant by contributing to the extent of 50% share each.

12. The parties shall not create any third party interests in respect of the shares allocated to the other side.

13. The parties are at liberty to revive the proceedings, in case the steps under this settlement are not commenced within 6 months from today.

14. With this compromise and binding the parties to the same, the suit is disposed of.

JASMEET SINGH, J

FEBRUARY 12, 2024/DM [Click here to check corrigendum, if any](#)