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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 119/2023 & I.As. 3343-44/2023, 8835/2023, 13717/2023,
13996/2023

SHREYA SAWHNEYPlaintiff
Through: Mr. Amit Chadha, Senior Advocate
with Mr. Suresh Dobhal and Mr.
Shikhar Kumar, Advocates

versus

ANJALI TRUST & ORS.Defendants
Through: Mr. Jai Sahai Endlaw, Mr. Ashish
Choudhary and Mr. Akash Agarwal
and Ms. Shambhavi Kala, Advocates

+ CS(OS) 120/2023, I.A. 3346-3348/2023, I.A. 8841/2023, I.A.
13718/2023 & I.A. 14187/2023

SHREYA SAWHNEYPlaintiff
Through: Mr. Amit Chadha, Senior Advocate
with Mr. Suresh Dobhal and Mr.
Shikhar Kumar, Advocates

versus

ANJALI TRUST (1986) & ORS.Defendants
Through: Mr. Jai Sahai Endlaw, Mr. Ashish
Choudhary and Mr. Akash Agarwal
and Ms. Shambhavi Kala, Advocates

CORAM:
HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

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ORDER
21.11.2024



1. The present suits have been filed by Plaintiff i.e. Ms. Shreya Sawhney who claims to be the beneficiary of both the trusts, namely, Anjali Trust (*in Suit No. 119/2023*) and Anjali Trust (1986) (*in Suit No. 120/2023*).
2. The learned counsel for the Defendants has stated that both the suits need to be decided together as both the Trusts have a common PAN Number (AACAT0716B) which has been placed on record. The learned counsel appearing for Defendants agrees to waive off objection with respect to pecuniary as well as territorial jurisdiction.
3. Parties agree that common questions of fact and law arise in both the present matters. Both the parties agree that both the suits can be disposed off together. Therefore, both the suits are consolidated for trial and decree.
4. After some arguments, the Plaintiff and Defendants No. 1 to 3 are ad-idem that Anjali Trust (1986) that is the subject matter of the present suit (*Suit No. 120/2023*) owns the leasehold rights in immovable property, i.e., flat bearing number A-6, Second Floor, situated at 9, Prithviraj Road, New Delhi-110011, along with one car parking space which was purchased by the then trustees by and under an Agreement dated 30.09.1986 executed between Ramesh Apartment (Delhi) Private Limited and Anjali Trust (1986). As per the Defendants, the original Agreement was stolen in the year 2006 for which a complaint was also lodged with the concerned Police Station. The said flat is presently let out to M/s Vindhya Telelinks Limited. The said Trust also has liquid assets in the form of investments, the market value whereof is about Rs.97,87,603/- (*Rupees Ninety Seven Lakhs Eighty-Seven Thousand Six Hundred and Three only*) as on 31.03.2024. Apart from the aforesaid assets, Anjali Trust (1986) had availed a loan from 'The Punjab Produce and Trading Co. Pvt. Limited' ('PPTCL') in the year 1986



for the purpose of acquiring the said flat and the liability of the Trust arising from such loan aggregates to a sum of Rs.92,72,572/- (*Rupees Ninety-Two Lakhs Seventy-Two Thousand Five Hundred and Seventy-Two only*) as on 31.03.2024, along with interest.

5. Further, the other Trust i.e. Anjali Trust (*in Suit No. 119/2023*) has liquid assets in the form of investments. As per the Defendants, the market value of the liquid assets is about Rs.1,66,02,627/- (*Rupees One Crore Sixty-Six Lakhs Two Thousand Six Hundred and Twenty-Seven only*) as on 31.03.2024.

6. In view of the above, the Counsel for the parties, on instruction from their respective clients agree that a common decree can be passed in both the present matters with the following directions:

(i) Defendants shall liquidate all the mutual funds/movable assets in both the Trusts [*Anjali Trust & Anjali Trust (1986)*] and after payment of any statutory dues, tax, etc.; remit the amount payable to PPTCL in terms of the final order/decreed dated 20.06.1995 passed in Suit No. 440 of 1992, by the Hon'ble High Court at Calcutta and thereafter transfer all the balance monies to the Plaintiff (*Ms. Shreya Sawhney*) within three (3) weeks. The balance amount after payment to PPTCL will be transferred to the following:

Bank Account of Plaintiff:

Name: Shreya Sawhney

Account No: 629401134264

Bank & Branch : ICICI Bank at 65 Jyoti Building, 66, Chandra Bhawan, Nehru Place, New Delhi – 110019

IFS Code : ICIC0006294

Further, the Defendants shall also provide the Plaintiff with a detailed computation of all the aforementioned adjustments and amount so



realised by liquidating all movable assets, along with a No Dues Certificate ('NDC') from PPTCL.

(ii) The Defendants shall file the Income Tax return in respect of income of the two trusts for the current financial year 2024-25. If any payment with respect to income tax on the income of the Trusts from sale of mutual funds (being liquidated for the benefit of the Plaintiff), is found to be payable to the concerned authorities, same shall be paid by the beneficiary Shreya Sawhney in accordance with law, on furnishing of the proof the same by the Defendants to the Plaintiff.

(iii) All other monies belonging to both the Trusts either lying in the Bank Accounts or anywhere else shall also be transferred to the Plaintiff in the aforementioned bank account within three (3) weeks from passing of the decree.

(iv) Any other money/benefit receivable by any of the Trusts shall now be payable to the Plaintiff who shall be the only person entitled to receive the same.

(v) The Plaintiff is hereby declared to be the owner of all the assets of both the trusts including the immovable property, i.e., flat bearing number A-6, Second Floor, situated at 9, Prithviraj Road, New Delhi-110011, along with one car parking space. Accordingly, the aforementioned immovable property shall be transferred by the Defendants to the Plaintiff within three (3) weeks. The Defendants would render all necessary assistance in effectively transferring the assets of the trust to the Plaintiff and also in the getting all necessary entries/changes in record of the builder of the property i.e. Ramesh Apartment (Delhi) Private Limited.



(vi) The Defendants shall handover all the title deeds/documents including but not limited to the documents showing payments of the statutory dues, maintenance and charges, etc. in respect of aforementioned immovable property, as available with them. In addition to the above, the Defendants shall also within three (3) weeks handover all documents, papers and records available with them in relation to all the movable assets.

(vii) The Trustees (*Defendant No.2/Mr. Sushil Kumar Daga and Defendant No.3/Mr. Krishna Damani*) shall file an affidavit on oath before this Court that the properties of the Trust, whether movable or immovable, including the aforementioned immovable property are free from any charge and/or encumbrance, etc., [save and except the lease created in favour of Vindhya Telelinks Limited with respect to the flat] at the time of handing over/transfer of the same to the Plaintiff. The affidavit shall be filed within three (3) weeks.

(viii) The Defendants shall provide complete information including but not limited to the documents, lease etc. (*forming basis for creation and continuation of the lease in favour of M/s Vindhya Telelinks Limited*) to the Plaintiff (*Ms. Shreya Sawhney*) within three (3) weeks.

(ix) The plaintiff in her capacity as the owner shall be at liberty to initiate action for recovery of possession of the immovable property from the alleged tenant M/s Vindhya Telelinks Limited in accordance with law. The defendants will extend all assistance to the defendants in the said eviction proceedings for proving her claim of recovery by providing necessary documents and in this regard shall appear as witnesses in the eviction proceedings at the request of the plaintiff



herein.

(x) Upon the discharge of liabilities and transfer of balance amounts along with the immovable property on as-is-where-is basis, both the trusts shall stand extinguished and the obligations of the Defendant Nos. 2 and 3 as trustees shall stand discharged except as stated herein above. The defendants/trustees shall take steps for surrendering the PAN card to the Tax authorities and having the same cancelled in accordance with law.

7. Both the suits are decreed in terms of the above order with no order as to costs. All pending applications are disposed of accordingly.

MANMEET PRITAM SINGH ARORA, J
NOVEMBER 21, 2024/mt/AKT
[Click here to check corrigendum, if any](#)