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

+ **EX.P. 79/2023 & EX.APPL.(OS) 1646/2023**

**SHRI PURSHOTAM LAL SINCE DECEASED THROUGH HIS LR
SHRI GULSHAN ARORA**

..... Decree Holder

Through: Mr. Shivam Bharara, Mr. Aditya
Tanwar, Ms. Akansha Maheshwari, Advs.

versus

SHRI HARBANS SINGH

..... Judgement Debtor

Through: Mr. Pawan Mathur, Mr. Sanjay
Sawhney, Advs.

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+ **EX.P. 83/2023**

HARBANS SINGH

..... Decree Holder

Through: Mr. Pawan Mathur, Mr. Sanjay
Sawhney, Advs.

versus

**PURSHOTTAM LAL SINCE DECEASED THROUGH HIS LR
SHRI GULSHAN ARORA**

..... Judgement Debtor

Through: Mr. Shivam Bharara, Mr. Aditya
Tanwar, Ms. Akansha Maheshwari, Advs.



CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

30.04.2024

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1. EX.P. 79/2023 is the execution petition filed by Mr. Gulshan Arora (LR of Mr. Purshotam Lal Arora) seeking the following prayers:-

“The Applicant/Decree Holder submits that the Judgment/Decree drawn on 14.12.2022 and order dated 05.01.2023 was passed by Hon'ble High Court of Delhi. It is therefore requested that necessary directions be issued to the Non-Applciant/ Decree Holder in order to comply with the Deeree/Judgment drawn on 14.12.2022 and order Dated 05.01.2023, and not to mention the incorrect area on the proposed Sale Deed to be executed by the Non- Applicant/ Decree Holder in favour of interested purchaser for the Property i.e. front portion of Plot No.- 3, Block A, Naraina Industrial Area, Phase-1, New Delhi- 110028.”

2. On the other hand, EX.P. 83/2023 is the execution petition filed by Mr. Harbans Singh seeking the following prayers:-

“THE DECREE HOLDER MOST RESPECTFULLY PRAYS THAT this Hon'ble Court in the above premises be pleased to execute the orders 18.10.2022 and the subsequent drawing of the Decree Sheet on 14.12.2022 and pass appropriate orders as detailed above and take up all steps which are necessary for the execution of the same in its true letter and spirit with costs.”



3. In the present case, a decree has been passed on 14.12.2022 which reads as under:-

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CS(OS) NO.2435/1996

FOR THE PLAINTIFF: Mr. Shiv Khorana for the plaintiff.

FOR THE DEFENDANTS: Mr. P.K. Jain with Arun Jain and Mr. Ravi Bahl with Mr. Harbans Singh, Defendant no. 1 and Jiwan Bai, Defendant no. 2 in person.

This suit coming on this day for final disposal before this Court in the presence of counsel for the parties as aforesaid and parties were present in the court; it is ordered that a decree be and the same is hereby passed in the following terms and conditions:

- (a) The plaintiff and the defendant shall become owners of the portions of the property in their possession and as described in the Plan B. Copy of the said plan is though on record is handed over in the court today, i.e. 15.2.2006, again which is duly signed by all the three parties.
- (b) There is a common passage which is 9^{1/2} feet wide. As per Plan B, front portion of the ground floor of the plot comes to the share of the defendant and rear portion would go to the plaintiff.
- (c) It is agreed that the common passage would be divided/ partitioned as per dots indicated on Plan B. Red Portion would fall in the share of the defendant and shall be exclusively used by him. Likewise blue portion would come in the share of the plaintiff and



shall be exclusively used by him. It is however, made clear that no partitioned wall shall be constructed. However, in the middle of the said passage over an area of four inches, bamboo partition/ hatches of a height of three feet shall be put. It is also clarified that if for the purpose of bringing some heavy/ large machinery, equipment etc. one party wants to make use of the passage belonging to other party he would be permitted to do so with prior intimation to the other party.

- (d) It is pointed out by learned counsel for the defendants that in the portion in occupation of the plaintiff, there is some unauthorised construction and MCD has already initiated action in respect of the same. The plaintiff also alleges that there is unauthorised construction in the defendant's portion as well. Both the parties agree that they would be solely responsible to the MCD or any other authority for any alleged unauthorised construction in their respective portions.
- (e) All other claims by the plaintiff against the defendants and vice-versa are given up. It is also agreed that with this settlement, all the cases, particulars whereof are given above would also stand



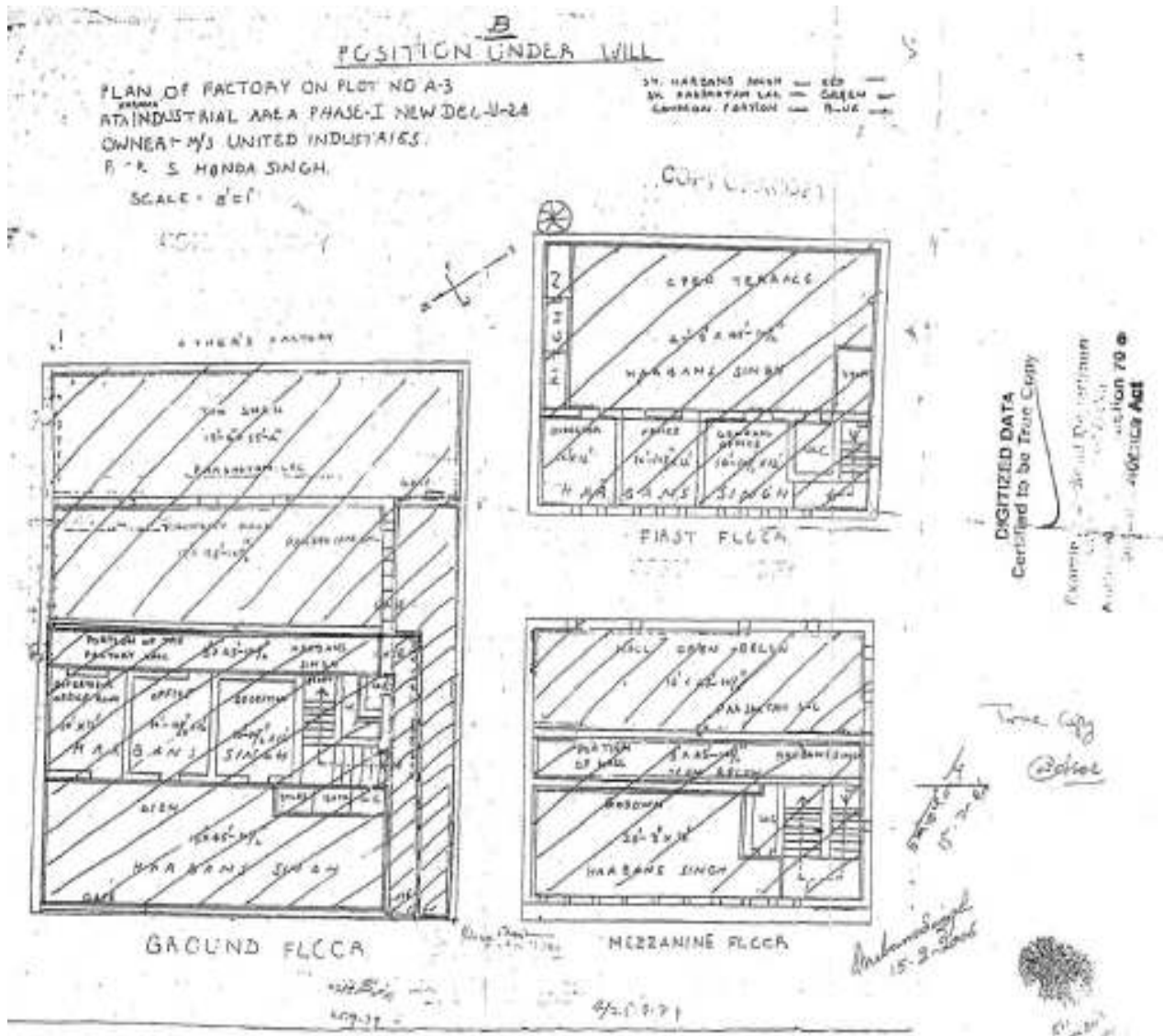
settled. Parties who have filed the aforesaid cases shall withdraw the same. If there is any other case pending or filed by any of the parties against any other party relating to the said property and not noted above that shall also be withdrawn by the said party.

- (f) The plaintiff shall not have any claims against the defendants in respect of any other property.
- (g) Both the plaintiff and defendant shall be entitled to equal FAR as permissible under law in respect of the aforesaid suit property.
- (h) It is agreed that the agreement shall be binding on the children/ successors of the parties.

It is further ordered that the Plan (Plan B) which is signed by all the parties, shall also form part of the decree.

Given under the hand and seal of **Hon'ble Mr. Justice Markandeya Katju, Chief Justice** of the High Court of Delhi at New Delhi, this the 15th day of February, 2006.

DEPUTY REGISTRAR (O)



4. The decree holder in the execution petition being EX.P. 79/2023 states that he is the owner of the owner of 250 sq. yds. in Plot No. 3, Block-A, Naraina Industrial Area, Phase-1, New Delhi-110028.
5. On the other hand, the decree holder in the execution petition being EX.P. 83/2023 states that he is the owner of 200 sq. yds. in property No. A-3, Naraina Industrial Area, New Delhi-110028.
6. As an executing court, this Court cannot go behind the decree and/ or



clarify the decree which is sacrosanct, as far as the executing court is concerned.

7. Hence, holding that the decree dated 14.12.2022 shall be executed in the form it is available, both the execution petitions are disposed of.

EX.APPL.(OS) 1511/2023

8. This is an application filed under Section 47 read with Section 151 of the CPC by Mr. Purshotam Lal Arora seeking the following prayers:-

- “a) Pass immediate Ex-Parte, Ad-interim restrain order in favour of the Applicant/ Decree Holder and against the Non-Applciant/ Decree Holder for registering a Sale Deed more than 154 Sq. Mtrs. of the suit property, and direct the Non-Applciant/ Decree Holder to Execute Final Decree, the Non-Applciant/ Decree Holder to get the sale deed drafted, and to be executed and registered, to the extent of his admitted actual physical possession at site i.e. 154 Sq. Mtrs, further directions to be issued Sub-registrar to not to register any Sale Deed of Shri Harbans Singh S/o Late Shri Honda Singh R/o G-126, Naraina Vihar, New Delhi-110028, more than the actual allotted physical possession of 154Sq. Mtrs. in the interest of Justice.*
- b) Pass necessary directions to the Non-Applciant/ Decree Holder to comply the Decree drawn on 14.12.2022 and order dated 05.01.2023, and not to mention the incorrect area on the proposed Sale Deed to be executed by the Non-Applciant/Decree Holder in favour of interested purchaser*



for the Property i.e. front portion of Plot No.- 3, Block A, Naraina Industrial Area, Phase- 1, New Delhi- 110028.

c) Pass directions to Non-Applicant/ Decree Holder to return the Original Registered Final Decree Sheet in compliance of the Order Dated 05.01.2023 of the Hon'ble High Court of Delhi along with Original Conveyance Deed and DDA Original file with immediate effect in the interest of Justice.”

9. Mr. Mathur, learned counsel for the judgment debtor in EX.P. 79/2023 states that the sale deed has already been executed and registered in this regard.
10. In this view of the matter, the present application has become infructuous.
11. Even otherwise, what the decree holder is seeking is a clarification of the decree drawn on 14.12.2022, which this Court is unable to do under Section 47 of CPC.
12. The application is disposed of.

JASMEET SINGH, J

APRIL 30, 2024 / (MS)

Click here to check corrigendum, if any