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

+ **CS(OS) 369/2025 & I.A. 13801/2025**

MALA BHAGAT BALI

.....Plaintiff

Through: Ms. Shivalika Rudrabatla, Adv.
versus

SANDEEP SINGH BAWA

.....Defendant

Through: Mr. Rakesh Saini, Adv.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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06.08.2025

I.A. 19005/2025 (application under Section 152 read with Section 151 of the Code of Civil Procedure, 1908 seeking modification of the order dated 15.07.2025)

1. This is an application filed by the plaintiff seeking correction at paragraph 12 of the order dated 15.07.2025. The correction sought is pleaded in paragraph 3 of the application.
2. Issue notice.
3. Learned counsel for non-applicant/defendant accepts notice. He fairly concedes that the basis for seeking correction is correct.
4. This Court has perused the order dated 15.07.2025 and agrees that the correction sought by the plaintiff is merited.
5. The order dated 15.07.2025 at paragraph 12 is corrected and shall read as under:

“Order of 15.07.2025

1. The written statement of the defendant is on record. The delay of 11 days, if any, is hereby condoned.
2. Learned counsel for the plaintiff states that the plaintiff has not



exercised her right of pre-emption and this was duly communicated to the defendant on 06.06.2025.

3. Learned counsel for the defendant states that defendant's proposed buyer has resiled from the offer of Rs. 20 crores.

3.1 He states that one of the reasons cited by the proposed buyer was that he was not granted inspection of the portion of the property under possession of the plaintiff.

3.2 He also states that there were documents sought from the plaintiff which were not provided for the inspection to the proposed buyer.

4. Learned counsel for the plaintiff states that plaintiff is not obliged to offer inspection of plaintiff's portion of the property.

4.1 He states that all documents in possession of the plaintiff were duly offered for inspection to the proposed buyer. He states that the plaintiff remains ready and willing to offer inspection of the said documents.

4.2 He states that there was a specific request by proposed buyer for providing a sanction plan, however the sanction plan is not in power and possession of the plaintiff and therefore, it would not have been provided.

4.3 He states on instructions from the plaintiff that even as on date the plaintiff is not ready and willing to purchase the property at sale price of Rs. 20 crores.

4.4 He states that the defendant be directed to disclose to the proposed buyer the terms of the decree dated 23.07.1970.

5. This Court has heard the learned counsel for the parties.

6. In the facts noted above, this Court observes that defendant's right to sell his share in the suit property at Rs. 20 crores to a third party shall remain alive till 31.12.2025, subject to the transaction with the proposed purchaser being concluded before 31.12.2025.

7. If the defendant fails to conclude the sale transaction with the proposed buyer before 31.12.2025, the plaintiff's right of pre-emption shall revive and any new offer for sell shall be first put to the plaintiff.

8. It is clarified that the defendant's proposed buyer cannot insist on the inspection of plaintiff's portion, without her consent.

9. The plaintiff shall remain bound to offer inspection of the documents in her power and possession to the defendant's proposed buyer.

10. It is further directed that the defendant will ensure that the proposed buyer has due notice of the decree dated 23.07.1970 and it forms part of the recitals in the sale deed.

11. In the considered opinion of this Court in view of the order dated 28.05.2025 and the plaintiff's refusal to buy the defendant's share at Rs. 20 crores the cause of action set out in this plaint does not survive adjudication. The plaintiff's right of pre-emption will revive only on 01.01.2026 if the defendant has not sold off his share on or before 31.12.2025.

12. It is made clear that allegations was made by the parties in the plaint and the written statement against each other have **not** been adjudicated upon by this Court, except to the extent recorded and accepted



in the order dated 28.05.2025 and the order passed today. The order passed on 28.05.2025 and today shall bind the parties.

13. With the aforesaid directions, the suit stands disposed of. No order as to costs.

14. Pending applications, if any, stand disposed of.

Refund of court fees

15. Learned counsel for the plaintiff prays that, since the suit is being disposed of at an initial stage on the second hearing, the court fee be refunded to the plaintiff.

16. He submits that however Rs. 50,000/- will be deposited with Delhi High Court Legal Services Committee ('DHCLSC') within two (2) weeks, receipt whereof be filed by the plaintiff. This statement is taken on record.

17. Registry is directed to refund 100% Court fee to the plaintiff within four (4) weeks.

18. The suit need not be listed any further.

19. The said correction is highlighted in bold and underlined at paragraph 12.

20. Accordingly, the application stands disposed of.

I.A. 16832/2025 (application under Order VIII Rule 1 read with Section 151 CPC, 1908)

21. The relief sought by the defendant in I.A. 16832/2025 has already been allowed vide order dated 15.07.2025 (paragraph 1).

22. In view thereof, this application has become infructuous.

23. The next date before the learned Joint Registrar (J) of **19.08.2025** stands cancelled.

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24. The suit already stands disposed of.

25. All future dates stand cancelled.

MANMEET PRITAM SINGH ARORA, J

AUGUST 6, 2025/msh/AM