



\$~86

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

+ **CONT.CAS(C) 1292/2022**

VIDUSHI SHARMA

.....Petitioner

Through: Mr. Ujwal Ghai, Adv.

versus

ROHAN KHOSLA

.....Respondent

Through: Mr. Ashim Vachher, Sr. Adv. with
Mr. Kunal Lakra, Advs. with
respondent in person

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

22.05.2025

%

1. Pursuant to the previous order, affidavit has been filed by the respondent stating that the property bearing *flat No. 305, Vatika Technology Park, Gurgaon* (**'Vatika property'**), which formed part of *clause 9* of the settlement arrived at in 2008, has been sold by him in 2011 for *Rs. 36 lakhs*, out of which *one-third share* has come to him.
2. The *one-third share* of *Rs.12 lakhs* has been then paid by him to his aunt, for a return of a friendly loan of *Rs.13.5 lakhs*, which had been taken at that stage.
3. He then states, that he is *50% owner* of the commercial space in '*SPIRE EDGE*' which is worth *Rs.50 lakhs*, along with his brother, for which he is willing to give the rights to his daughters.
4. Several issues arise in respect of this assertion which has been made



by *Mr. Khosla*, who is led by *Mr. Ashim Vachher*, *Senior Advocate*:

- i. *Clause 9* of the settlement had an estimated valuation of *Rs.80 lakhs* of the said *Vatika property*, whereas, the value which is being stated now of 2011 is *Rs.36 lakhs*. Considering that the settlement was arrived at in 2008 and the property was sold in 2011 for a depressed value, this issue raises a serious concern.
- ii. Documents relating to said *Vatika property*, produced by *Mr. Rohan Khosla*, is only an agreement to sell dated 22nd July 2011. Pursuant to a query to *Mr. Vachher*, it transpires that there is no sale deed and possession has already been transferred to a third party. In this regard, documents post the agreement to sell, shall be placed on record since the Court is not willing to accept that a property can be transferred to a third party, without proper conveyancing documents.
- iii. The story regarding the use of *Rs.12 lakhs* to repay a loan taken from the aunt, is as per *Mr. Vachher*, through bank transactions; the same records are directed to be produced by *Mr. Khosla*.
- iv. The property in '*SPIRE EDGE*', which is being offered by the respondent, is as per *Mr. Madhav Khurana*, *Senior Counsel for the petitioner*, mired in controversy, with the promoters being in jail pursuant to proceedings initiated by the Division Bench. He states he had personal knowledge of it as a counsel, since he has appeared in the criminal proceedings in this regard. *Mr. Khurana* and his instructing counsel shall examine the current status of '*SPIRE EDGE*' and place the relevant details on record.
- v. On the same issue, *Mr. Khosla* shall place on record by way of affidavit, the current status of '*SPIRE EDGE*' and whether there are



other occupants in the complex and whether it is a running society or not and details of the same, with photographs of the apartment and the complex.

5. In the meantime, *Mr. Khosla* will deposit an amount of *Rs.12 lakhs* in the Registry of this Court, which will be kept in an interest-bearing fixed deposit.
6. Counsel for the petitioner points out that as per *clause 9* of the settlement, the sale of *Vatika property* ought to have resulted in re-investment in another property, which never happened. He further contends that '*SPIRE EDGE*' is a parallel investment made by the respondent; that too is, potentially, in a quandary.
7. Concerned information by the parties will be filed by way of affidavits, which will be filed within next 6 weeks, and shall be exchanged *inter se* counsels.
8. List on 15th November 2025.
9. Order be uploaded on the website of this Court.

ANISH DAYAL, J

MAY 22, 2025/sm/na