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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **EX.P. 33/2026**

NEERJA RANEE PAHWADecree Holder

Through: Mr. Sameer Dewan, Adv.
versus

**MR MOHAN CHOPRA @ MAN MOHAN CHOPRA SINCE
DECEASED THROUGH LRS & ORS.**Judgement Debtors

Through: Mr. Manoj Singh, Adv. for JD-1(A)
& (B).

Mr. Rajesh Mahendru, Adv. for JD-
1(C) & 1(D).

Ms. Beenashaw N. Soni, JD-3/non
applicant in person.

Ms. Mansi Jain, Adv. for JD-2/non-
applicant.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% **20.04.2026**

1. The present petition has been filed by the decree holder namely, Neerja Ranee Pahwa praying for execution of the final decree dated 26.11.2024.
2. It is stated that the preliminary decree of partition was passed by this Court *vide* judgment dated 24.07.2024 in suit bearing no. CS (OS) 471/2021 (hereinafter referred as 'suit') with regard to the suit property bearing no. Property No. C-3/13, Ground Floor, Safdarjung Development Area, New Delhi whereby the share of the decree holder, as well as, judgment debtors were declared to the extent of 50% each.
3. Subsequently, the final decree came to be passed *vide* judgment dated 26.11.2024 in the suit, whereby the court directed that since the property is not amenable to partition by metes and bounds, therefore, the suit property



be sold by auction and the sale proceeds be distributed amongst the parties as per their respective shares already determined in the preliminary decree dated 24.07.2024. The court, in its judgment dated 26.11.2024, also clarified that before holding court auction, the parties are at liberty to buy out the share of other party. Further, the parties were also granted liberty to sell the suit property jointly by virtue of private sale.

4. Accordingly, the plaintiff and the defendant in the suit, after the passing of final decree mutually decided to sell the suit property by virtue of private sale, and sequel thereto, they entered into two separate agreements to sell in favour of the non-applicant nos. 2 and 3 (hereinafter jointly referred to as 'non-applicants').

5. The Agreement to Sell dated 16.10.2025 was executed by the plaintiff/decreed holder in favour of the non-applicants for a consideration of Rs. 2,20,00,000/- with regard to the 50% share of the plaintiff/decreed holder, and at the time of execution of said agreement to sell, the non-applicants paid an earnest money to the tune of Rs. 22 lacs to the plaintiff/decreed holder.

6. Likewise, a separate agreement to sell dated 28.10.2025 was executed by the defendant in the suit namely, Mr. Mohan Chopra @ Mr. Man Mohan Chopra on 28.10.2025 in favour of the non-applicants for similar consideration of Rs. 2,20,00,000/-, and at the time of execution of said agreement to sell as well, the non-applicants paid an amount of Rs. 22 lacs on account of earnest money to Mr. Mohan Chopra @ Mr. Man Mohan Chopra.

7. Unfortunately, after the execution of aforesaid agreement to sell dated 28.10.2025, Mr. Mohan Chopra @ Mr. Man Mohan Chopra passed away on



26.12.2025 leaving behind his following Class I legal heirs:

- (i) Ms. Lubna Chopra [JD1A]
- (ii) Ms. Alisha Chopra [JD1B]
- (iii) Ms. Priya Chopra [JD1C]
- (iv) Mr. Arjun Chopra [JD1D]

8. Since there is some *inter se* dispute between the LRs of Late Mohan Chopra @ Late Man Mohan Chopra and they were not coming forward to execute the sale deed, the decree holder was constrained to file the present execution petition. This court *vide* order dated 17.04.2026 issued notice in the present execution petition.

9. Mr. Manoj Singh, learned counsel for JDs 1(A) and 1(B), on instructions, submits that his clients have no objection in executing the sale deed in terms of the agreement to sell executed by Late Mr. Mohan Chopra @ Late Man Mohan Chopra, however, the balance consideration should be deposited in the Court since there is an *inter se* dispute between the parties.

10. Elaborating on his submissions, Mr. Singh submits that JD 1(A) has filed a probate petition in the United Kingdom asserting that Late Mohan Chopra @ Late Man Mohan Chopra had left a Will dated 09.02.2017 in her favour, which position is being contested JD 1(D), who has filed objections in the said probate petition.

11. Mr. Rajesh Mahendru, learned counsel for JDs 1(C) and 1(D), on instructions, submits that even JDs 1(C) and 1(D) are also willing to execute the sale deed in favour of the non-applicants subject to the same condition that the balance sale consideration which is payable under the agreement to sell dated 28.10.2025 executed by Late Mohan Chopra @ Late Man Mohan Chopra be deposited in this Court.



12. Mr. Singh, as well as, Mr. Mahendru, on instructions, are further *ad idem* that the amount of balance sale consideration so deposited in this court *qua* the share of Late Mohan Chopra @ Late Man Mohan Chopra shall abide by the outcome of the probate petition, pending before the court in the United Kingdom. The statement is taken on record and the LRs of Late Mohan Chopra @ Late Man Mohan Chopra / JDs 1(A) to 1(D) are bound down to the same.

13. In view of the above statements of Mr. Singh and Mr. Mahendru, the execution petition is disposed of with the following directions:

(i) Let decree holder execute a sale deed with regard to her share in the suit property in favour of the non-applicants, upon payment of balance sale consideration, within a period of 15 working days.

(ii) With regard to the share of Late Mohan Chopra @ Late Man Mohan Chopra who is now being represented by his legal representatives being JDs 1(A) to 1(D), it is jointly prayed by Mr. Singh, as well as, Mr. Mahendru representing the said judgment debtors to appoint any Registrar of this court to execute the sale deed in favour of the non-applicants, upon payment of balance consideration.

(iii) Accordingly, this court appoints Mr. Pramod Kumar [Mob.:9811143477], learned Registrar attached to this Court to act as a Court Commissioner for executing the sale deed with regard to the remaining half share in the suit property, owned by Late Mohan Chopra @ Late Man Mohan Chopra, in favour of the non-applicants. The fee of the Court Commissioner is fixed at Rs.2,00,000/- to be shared equally by all the judgment debtors,



which shall be paid in advance.

(iv) The Court Commissioner, upon receiving the balance consideration from the non-applicants, after deduction of TDS, as applicable, shall deposit the same in the name of the Registrar General of this Court, which shall be kept in an interest bearing Fixed Deposit on an auto renewal mode. The disbursal of the said amount shall abide by the outcome of the probate petition stated to be pending in the court of competent jurisdiction in the United Kingdom.

(v) The benefit / refund of TDS amount to be deducted by the applicants *qua* the half share of Late Mohan Chopra @ Late Man Mohan Chopra, will be available either to the JDs 1(A) to 1(D) or to JD 1(A) alone, as the case may be, subject to the outcome of the aforesaid probate petition pending in the United Kingdom.

(vi) The decree holder, as well as, judgment debtors will hand over the keys of the suit property to the learned Court Commissioner a day prior to the execution of sale deed for being further handed over to the non-applicants at the time of execution of sale deed to ensure that peaceful vacant possession is transferred to the non-applicants simultaneously at the time of execution of the two sale deeds.

14. In view of the above, the petition stands disposed of.

VIKAS MAHAJAN, J

APRIL 20, 2026/dss