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

+ CS(OS) 1001/2024, I.A. 48394/2024, I.A. 2811/2025, I.A. 10261/2025 & I.A.1997/2026

DR RENU SINGH

.....Plaintiff

Through: Mr. Bharat Arora, Adv. with plaintiff
in person
M: 98116289291

versus

MRS USHA SABHARWAL AND ORS.

.....Defendants

Through: Mr. Kunal Kher, Mr. Manoj Gautam,
Adv. with Mr. Hardev Singh, Adv.
M: 9871433036

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **23.01.2026**

I.A.1997/2026 (Seeking change of LC)

1. Learned counsel appearing for the plaintiff seeks to withdraw the present application in view of the fact that the Local Commission already stands executed and the Report dated 21st January, 2026 of the Local Commissioner has already been filed before this Court.

2. Accordingly, the present application is dismissed as withdrawn.

CS(OS) 1001/2024, I.A. 48394/2024, I.A. 2811/2025 & I.A. 10261/2025

3. The present suit has been filed for specific performance of the terms of Agreement to Sell dated 26th April, 2024, with respect to built-up residential house and land admeasuring 1 Bigha and 2 Biswa, situated in the



Revenue Estate of Village Gadhipur, Tehsil Mehrauli, New Delhi, comprised in Khasra Nos. 306(3-14), 64/2(4-12), 65(4-16), 40/1(0-13), 63(4-16), 40/2(5-1), 42(4-16), 43(4-16), 61(4-16), 62(4-16), 64/1(0-4), 66(5-2) and 135(4-16), valued at Rs. 16,71,00,000/-.

4. During the pendency of the present proceedings, when the matter was listed for hearing before this Court on 18th December, 2025, it was noted that the plaintiff would be entitled to deduct a sum of Rs. 75 Lacs from the total consideration payable to the defendants, in terms of the Agreement, towards full and final settlement in the matter. Thus, the total sale consideration after deduction of Rs. 75 Lac, in terms of the order dated 18th December, 2025, comes to Rs. 15,96,00,000/-.

5. This Court is informed that the full balance sale consideration already stands paid to the defendants. Pursuant to the same, a Sale Deed dated 21st January, 2026 has been executed by the defendants in favour of the plaintiff.

6. This Court further notes that *vide* order dated 18th December, 2025, a Local Commissioner had been appointed for the purposes of ensuring that the possession of the suit property is handed over by the defendants to the plaintiff in a smooth manner.

7. The learned Local Commissioner has submitted her report dated 21st January, 2026, wherein, it is stated as follows:

“xxx xxx xxx

4. It is also submitted that the TDS certificates was demanded by the Defendant which the plaintiff submitted that they had not brought it as it was not yet prepared. However, the Plaintiff undertook to provide the TDS certificate to the Defendant within a week. Consequently, the defendants proposed that the original registered Sale Deed dated 27.08.2022 be retained by me until such time as the plaintiff hands over the TDS Certificate to them. The plaintiff did not raise any objection to this arrangement and therefore the said Sale Deed containing 12 pages with 2



pages of E-Stamp Papers, Form A, E-Registration Fee Receipt and Site Plan was handed over to me by Mr. Baljeet Singh and is being retained by me till the time TDS certificates are furnished to the Defendants or till the direction of this Hon'ble Court in this regard whichever is earlier.

xxx xxx xxx”

8. Perusal of the aforesaid shows that the original Sale Deed containing 12 pages, with two pages of E-stamp, Form-A, E-Registration, Fee Receipt and Site Plan, has been handed over to the Local Commissioner, and the same is lying with the Local Commissioner for the time being.
9. The said documents have been handed over to the Local Commissioner, since Tax Deducted at Source (“TDS”) Certificate has to be furnished to the defendants by the plaintiff.
10. Learned counsel appearing for the defendants submits that the plaintiff has deduced the TDS, and therefore, they are entitled to receipt of the TDS Certificate.
11. Learned counsel appearing for the plaintiff submits that the plaintiff shall supply the TDS Certificate to the defendants, within a period of one week, from today.
12. Accordingly, the aforesaid undertaking given by the learned counsel appearing for the plaintiff, upon instructions from the plaintiff, who is present in Court, is accepted by the Court, and the plaintiff is held bound by the same.
13. It is directed that the TDS Certificate shall be duly furnished to the defendants, within a period of one week, from today.
14. The original documents pertaining to the Sale Deed, including, the E-stamp, Form-A, E-Registration, Fee Receipt and Site Plan, as handed over to the Local Commissioner, shall be duly handed to the plaintiff, within a



period of one week, by the Local Commissioner.

15. Learned counsel appearing for the plaintiff has handed over to this Court a copy of the Sale Deed dated 21st January, 2026 between the parties, and refers to *Clause 12* of the same, which reads as under:

“xxx xxx xxx

12. That the Original Copies of all relevant documents in respect of the ENTIRE PROPERTY are being handed over by the VENDORS to the VENDEE along with physical vacant possession of the SAID PROPERTY to the VENDEES. All invoices and warranties in relation to the SAID PROPERTY, including, air conditioning units, swimming pool equipment, sanitary wares shall be handed over by the VENDORS to the VENDEES.

xxx xxx xxx”

16. By reference to the aforesaid, learned counsel appearing for the plaintiff submits that all the requisite documents pertaining to the property need to be handed over to the plaintiff.

17. Accordingly, let the needful be done by the defendants, within a period of one week, from today.

18. In case any of the compliances as aforesaid are not done by the any of the parties, they shall be at liberty to file appropriate application before this Court.

19. Learned counsel appearing for the plaintiff submits that electricity bill may also be provided to the plaintiff for the purposes of securing electricity connection.

20. Accordingly, electricity bill of the suit property, if not already provided, shall be duly provided to the plaintiff within a period of one week, from today.

21. Considering the fact that the parties have settled the matter, it is directed that 75% of the Court Fees shall be refunded to the plaintiff.



22. The Registry of this Court is directed to issue a Certificate to the plaintiff for refund of 75% of the Court Fees, as per Rules.
23. Accordingly, the prayers made in the present suit stand satisfied.
24. The present suit along with the pending applications, is disposed of.

MINI PUSHKARNA, J

JANUARY 23, 2026/KR