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

+ **CS(OS) 373/2018 & I.A. 10085/2018, I.A. 4843/2019, I.A. 18864/2022, I.A. 30805/2025**

AJAY KUMAR SINGHAL & ORS.Plaintiffs

Through: Mr. Naveen Sharma, Adv.
(M:9718187187)

versus

MANGE RAM GUPTA & ORS.Defendants

Through: Mr. Abhinav Sharma, Mr. Ujjwal Jain, Advocates for D-1
(M:9810382091)

Mr. Ashok Kumar, Advocate for D-2 to 4 (M:9811771410)

Mr. A.M. Nair, Advocate for D-5

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

23.03.2026

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1. Learned counsel for the plaintiff and the defendants jointly submit that final decree can be passed in the present matter.
2. The present suit has been filed seeking partition, declaration and permanent injunction in respect of immovable property bearing *no. 29, Church Lane, near Sultan Halwai, Bhogal, Jangpura, New Delhi-110014*.
3. During the pendency of the present proceedings, disputes between the parties were amicably resolved and the Division Bench in *FAO (OS) 137/2022* passed a preliminary decree dated 19th December, 2022, whereby, half undivided share measuring 171 Sq. yards in suit property was declared in favour of the plaintiffs and the defendant nos. 1 to 4 collectively. The remaining half undivided share measuring 171 Sq. yards was declared in



favour of defendant no. 5.

4. Subsequently, Local Commissioner was appointed to effect partition and pursuant thereto, the Local Commissioner had submitted the Report dated 16th February, 2023, along with a site plan, delineating the respective portions and possession of the parties.

5. Since in the report, the Local Commissioner had observed that physical partition of the suit property by metes and bounds was not feasible, the Local Commissioner had recommended sale of the property by way of *inter se* bidding amongst the co-sharers in terms of the provisions of the Partition Act, 1893.

6. Accordingly, *vide* order dated 17th September, 2025, this Court had appointed another Local Commissioner to conduct *inter se* bidding between the plaintiffs and defendant nos. 1 to 4, as defendant no. 5 had made a statement before the Court that his half share stood identified in terms of the earlier report of the Local Commissioner dated 16th February, 2023, and therefore defendant no. 5 did not wish to participate in the bidding process.

7. Prior to participation in the *inter se* bidding process, the plaintiffs and defendant nos. 1 to 4 have mutually partitioned their half undivided share and have executed a Memorandum of Understanding (“MOU”) dated 08th January, 2026, recording the terms of their *inter se* arrangement.

8. The MoU dated 08th January, 2026 is before this Court and the relevant portions of the same read as under:

“xxx xxx xxx



1. THAT the subject matter of this M.O.U. is the said entire Property bearing MCD No.29, situated at Church Lane, Bhogal, New Delhi-110014, (including the part of Samman Bazar and Central Road shops).

2. THAT as a result of this Partition/Settlement, **SHRI ASHOK KUMAR SINGHAL AND NARESH KUMAR GUPTA** the First Party to this MOU have acquired the Portions as under :-

- i) Shop No.29-A, situated at Church Lane, Bhogal, New Delhi.
- ii) Shop No.29, situated at Central Road, Bhogal, New Delhi.
- iii) Shop No.25, situated at Central Road, Bhogal, New Delhi.
- iv) (more particular and details describe in Site Plan annexed)
- v) 1/3rd share measuring 25'-3" X 19'-6" comprising of First Floor and Second Floor with its Terrace/roof right, Over and above, (Same as it is, Rear side portion at Samman Bazar Side).

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3. THAT as a result of this Partition/Settlement, **Shri Pradeep Kumar Gupta and Shri Sandeep Gupta**, the Second Party to this MOU have acquired the Portions as under :-

- i) Shop No.42, situated at Samman Bazar, Bhogal, New Delhi.
- ii) Shop No.27, situated at Central Road, Bhogal, New Delhi.
- iii) Shop No.27-A, situated at Central Road, Bhogal, New Delhi.
- iv) (more particular and details describe in Site Plan annexed)
- v) 1/3rd share, measuring 25'-3" X 12'-6" comprising of First Floor, Second Floor and Third Floor with its Terrace/roof right, Over and above, (Same as it is, Front side portion at Church Lane Side).

4. THAT as a result of this Partition/Settlement, **Shri Ajay Kumar Singhal and Shri Vijay Kumar Singhal**, the Third Party to this MOU have acquired the Portions as under :-

- i) Shop No.29-B, situated at Church Lane, Bhogal, New Delhi.
- ii) Shop No.21, situated at Central Road, Bhogal, New Delhi.
- iii) (more particular and details describe in Site Plan annexed)
- iv) 1/3rd share, measuring 25'-3" X 12'-6" comprising of First Floor, Second Floor with its Terrace/roof right, Over and above, (Same as it is, Middle portion).

5. THAT the First Party - the said **Shri Ashok Kumar Singhal and Naresh Kumar Gupta**, shall pay sum of Rs.14,35,000/- (Rupees Fourteen Lacs Thirty Five Thousand only) to the Second Party - the said **Shri Pradeep Kumar Gupta and Shri Sandeep Gupta** and Rs.13,35,000/- (Rupees Thirteen Lacs Thirty Five Thousand only) to the Third Party - the said **Shri Ajay Kumar Singhal and Shri Vijay Kumar Singhal**, being a difference value of their share in the shops, which is occupied by them.



6. THAT the First Party - the said **Shri Ashok Kumar Singhal and Naresh Kumar Gupta**, shall pay sum of Rs.8,00,000/- (Rupees Eight Lacs only) to the Third Party - the said **Shri Ajay Kumar Singhal and Shri Vijay Kumar Singhal**, being a difference Value of their share in the Portion of First Floor and above, which is occupied by them.

That First party shall pay 40% share of the total amount to the other party at the time of award the decree in their name and rest 60% amount will be given with 60 days from day of Decree by PDC.

7. THAT a one shop bearing No.27-A on Ground Floor, situated at Central Road, Bhogal, New Delhi, is under tenancy, the settlement is under process, with the Tenant to vacant the shop, as per this settlement ownership rights goes to the Second Party (mentioned herein before) if the said settlement is finalized, after settlement value of Rs.5,00,000/- Approx. as settlement amount, then the said amount shall be given by all the parties equally.

8. THAT there is a sewerage line/pipeline of the whole building is installed under the ground level of Shop No.29-A, Church Lane Bhogal, as per settlement the said line/pipes will be shifted from the shop to common area and will be installing new sewerage lines for the residence area,

NOTE



alongwith all the electric meter will be shifted from stair-case/common area to outside suitable space of the building, that work will be start from the pass of Decree and complete before the final payment, and all the expense & charges shall borne by the parties equally, the sum of Rs.3,00,000/- Approx. fixed for the said work, if the said amount shall increase then, that amount will be shared by the parties equally.

9. THAT the entrance stair case and passage of the building already be common till the second floor. And as per current situation only the 2nd party had constructed their third floor for their own residential purpose in 2004 with their own construction cost of stair cases as well with separate terrace at 4th floor. Only if in future, when both the parties 1st and 3rd party will construct their complete third floor for their residential purpose with separate terrace at 4th floor like already constructed by 2nd party, only then the construction for common passage and new stair case will be done whose expense will be given by 1st and 3rd party only. 2nd party will not bear any expense cost because their portion is already constructed at their own expense in 2004.

10. THAT each party shall have full rights to let out his/their portion/s of the Property in whole or in part, to execute Rent Deed or Proper Lease Deed before the Sub-Registrar, to receive and recover the rent from the tenant(s), to issue the receipts to deal with them, to get them evicted through the process of law or by negotiation, to make the possession etc. without any claim, demand and objection against each other.



11. THAT in the manner stated above, each Party have become the absolute owner of their respective floor/Portion as mentioned above, each Party can use and enjoy their floor/portion as absolute owners, without any claim, demand and objection against each other.

12. THAT each Party will be liable and pay House Tax bills or any other dues and demands of the concerned authority in respect to his/their respective portion/s but the previous tax, dues and demand of the said Property/building will be shared by all the parties equally (1/3rd share each).

13. THAT all the parties of this MOU hereby declare that each Party have got their respective share to the best of their satisfaction, hence this MOU, will never be challenged, in future, under any circumstances.

14. THAT each Party can make additions, alternations and constructions in their portion/s without damaging the portion of other parts subject to the condition that all such renovations will be done by the Party/parties at their own cost, risk and responsibility.

15. THAT all the common services, facilities and amenities in the said property such as entrance, stair, passage etc. shall remain common to be used by all the occupants of the building. The maintenances expenses for such facilities/services shall be shared by all the occupants of the building in proportionate share (1/3rd).



16. THAT the each party shall have rights to sell their Portion/s of the said Property in whole or in parts, to enter into Agreement to Sell, to receive consideration amount in their own names, To sign and execute the Proper necessary documents/Sale Deed/Agreement to Sell/GPA in respect of their Portion/s of the Property, in favour of the purchaser(s), to submit the same for registration before the Sub-Registrar, New Delhi/Competent Registering Authority, without any claim, demand and objection against each other.

17. THAT each Party shall have full rights to get the New Electricity and Water Connections with Meter and Sewer Connections in his/her/their Portion of the Property from Delhi Jal Board, BSES Rajdhani Power Limited, MCD or concerned department in their own names at their costs and expenses.

18. THAT each Party can get their respective share in the above said Property transferred, mutated and substituted in the records of Revenue, DDA, MCD BSES Rajdhani Power Limited, DJB or any other concerned authority.

19. THAT all the Parties to this Deed have executed this MOU, voluntarily, without any threat, force, coercion or without any inducement pressure from their free will and choice and in their full sense, contents of this Deed have been explained to them and they admit and understand the same as true and correct.

20. That all the above said parties are bind and bound in the terms of the said **MEMORANDUM OF UNDERSTANDING/SETTLEMENT**, if any violate any terms and condition then they will prosecute according to law before the court of law.

xxx xxx xxx”



9. Accordingly, final decree is passed in the present case in the aforesaid terms of the MoU, wherein, the plaintiff and defendant nos. 1 to 4 have mutually partitioned their half undivided share.
10. As regards the half share of defendant no. 5, the same already stands delineated in terms of the Local Commissioner Report dated 16th February, 2023.
11. The parties are at liberty to deal with their respective portions of the property in a lawful manner.
12. Registry is directed to prepare a final decree in terms of the aforesaid.
13. The present suit is accordingly disposed of.
14. Pending applications are also disposed of.

MARCH 23, 2026/au

MINI PUSHKARNA, J