

Lalit Puri vs.sanjay Puri

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Court : Delhi

Decided On : Mar-15-2018

Appellant : Lalit Puri

Respondent : Sanjay Puri

Advocate for Def. : Mr. Dinesh Agnani, Mr. Sanjay, Ms. Diksha Bhatia, Mr. Ishaan Puri

Advocate for Pet/Ap. : Mr. Lalit Gupta, Mr. Sidharth Arora, Mr. Lalit Puri

Judgement :

8 \$~ * + % IN THE HIGH COURT OF DELHI AT NEW DELHI CS(OS) 1999/2013 & I.As. 21732/2015, 6779/2017, 7539/2017 AND 7560/2017 LALIT PURI Through: Mr Lalit Gupta, Advocate with Plaintiff Mr. Sidharth Arora, Advocate with Mr. Lalit Puri, plaintiff in person. versus SANJAY PURI Defendant Through: Mr. Dinesh Agnani, Senior Advocate Chawla, Advocates with Mr. Sanjay with Ms. Diksha Bhatia and Mr. Ishaan Puri, defendant in person. Date of Decision:

15. h March, 2018 CORAM: HON'BLE MR. JUSTICE MANMOHAN MANMOHAN, J: (Oral)

JUDGMENT

1 Present suit has been filed for partition, possession, rendition of accounts, permanent and mandatory injunction.

2. 3. The defendant is the younger brother of the plaintiff. On 29th November, 2017, it was agreed between the parties that the plaintiff shall divide the properties in issue in two equal lots and the right to choose first shall be given to the defendant. CS(OS) 1999/2013 Page 1 of 4 4. On 15th December, 2017, the plaintiff prepared the two lots along with the site plans as well as proposed terms of settlement.

5. Vide reply dated 22nd December, 2017, the defendant in accordance with plaintiffs proposal dated 15th December, 2017, exercised his right of first choice and chose lot No.1 which consisted of the following:-

"(a)

Rani Jhansi Road, New Delhi-110055, Ground Floor area marked in Red in attached Plan number one. (b) Flat No.611 located in Arunachal Building, Barakhamba Road, New Delhi. (c) Land owned by Late Subhashini Puri, comprising land at village Dhana Chuli, Tehsil Dhari, District Nainital, land measuring 13 nalties and 8 metres.

6. 7. Thereafter, the matter was adjourned on two occasions. Today, learned counsel for plaintiff insists that the wife of defendant should sign the proposed terms of settlement in token of her acceptance to withdraw the criminal proceedings including FIR No.207/2017 registered with Police Station Paharganj, Delhi. He points out that though the wife of defendant was present at the first call, she is not present at the second call.

8. It transpires during the hearing that the following criminal proceedings are also pending between the parties: (a) Criminal Complaint case filed under Section 200 Cr.P.C. by the wife of the defendant. The same is pending adjudication before the Court of Ms. Neha Paliwal, Metropolitan Magistrate, Central District, Tis Hazari Courts, Delhi. CS(OS) 1999/2013 Page 2 of 4 (b) A Kalandra under Sections 107 and 150 Cr.P.C. before the Special Executive Magistrate, Central District, Police Station Kamla Market, Delhi.

9. Mr. Dinesh Agnani, learned senior counsel for defendant, on instructions of the defendant, who is personally present in Court, assures and undertakes to this

Court that the criminal proceedings and/or FIR that have been filed by the defendant as well as by his wife shall be got quashed and/or withdrawn by signing all requisite undertakings/affidavits/petitions within a period of eight weeks from today provided the plaintiff forwards the joint quashing petitions within a period of one week. Defendant for himself and on behalf of his wife further undertakes to personally appear for making necessary statements in this regard. It is made clear that in case the defendant or his wife commit default in this regard, then this settlement as per lots will be treated as annulled.

10. Parties further agree that in so far as payment of court fee and stamp duty etc. is concerned, plaintiff will pay 52.5% for Rani Jhansi Road property and defendant will pay 47.5% share for this property. For all other properties, defendant alone shall pay entire court fee, stamp duty, registration charges etc. for drawing up and registration of final decree for partition.

11. Parties further agree that each of them shall have absolute rights of use and ownership with regard to the properties falling to their respective share as per their lots.

12. Learned counsel for plaintiff also assures this Court that the plaintiff shall cooperate with the defendant in quashing/withdrawal of the aforesaid Kalandra.

13. The statements/undertakings given by learned counsel for parties are accepted by this Court and parties are held bound by the same. CS(OS) 1999/2013 Page 3 of 4 14. At this stage, both the learned counsel pray that the present suit be decreed in accordance with the lots as well as the site plans and the terms of settlement as filed by the plaintiff on 15th December, 2017 and as accepted by the defendant on 22nd December, 2017.

15. As a matter of abundant precaution, the parties have signed today each page of the plaintiffs proposal containing the two lots, site plans and the terms of settlement.

16. Consequently, the present suit is decreed in accordance with the plaintiffs proposal dated 15th December, 2017 and the defendants acceptance dated 22nd

December, 2017, copies of which are marked as Ex.C-1 and Ex.C-2 (Colly). Registry is directed to prepare a decree sheet in terms thereof.

17. It is clarified that the plaintiffs proposal dated 15th December, 2017 as well as the defendants acceptance dated 22nd December, 2017 and the statements/undertakings given by both the learned counsel today shall form a part of the decree. MANMOHAN, J MARCH 15 2018 js CS(OS) 1999/2013 Page 4 of 4

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