

Sangeeta Mathur & Ors vs Nirvesh Bahadur Mathur & Ors on 23 July, 2020

Author: Rajiv Shakdher

Bench: Rajiv Shakdher

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IN THE HIGH COURT OF DELHI AT NEW DELHI

EX.P. No. 31/2019

SANGEETA MATHUR & ORS.

.....Decree H

Through Mr. Lokesh Bholā with Mr. Sanchi
Gawri, Advs.

Versus

NIRVESH BAHADUR MATHUR & ORS.

.....Judgment Deb

Through Mr. Siddarth Mehra, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

% 23.07.2020 [Court hearing convened via video-conferencing on account of COVID-19]

1. Mr. Siddarth Mehra, who appears for the judgment debtors, has returned with instructions.
2. The substantive prayer made in the application reads as follows:

"a. bind the parties i.e. Decree Holders and Judgment Debtors to the Possession Letter, dated 11.10.2019, as mentioned in para 7 in the present application..."

3. To be noted, the order dated 04.03.2020 clearly states, in paragraph 1, that the counsel for the decree holders sought disposal of the execution petition by binding the parties to the In-Principle Agreement.
4. In the very same order, in paragraph 2, it stands recorded that the counsel for the judgement debtors also agreed to the disposal of the execution petition by binding the parties to In-Principle Agreement.
5. It is in this background that the execution petition was disposed of binding the parties to In-Principle Agreement which is dated 20.08.2019.
6. On 06.07.2020, inter alia, the following submissions were made before me by the counsel for the parties:

"2. This is an application seeking clarification of the order dated 04.03.2020, passed by my predecessor, inasmuch as it seeks inclusion of possession letter which is dated 11.10.2019.

4. According to Mr. Lokesh Bhola, who appears on behalf of the decree holders, the said letter was generated after the in-principle agreement dated 28.08.2019 was executed. Mr. Bhola further says that aforementioned letter was made part of the list of documents which was filed on 13.01.2020 i.e. prior to the date when the execution petition was disposed of.

5. On the other hand, Mr. Sanjay Gupta, who appears on behalf of the judgment debtors, says that the in-principle agreement dated 28.08.2019 has already been acted upon and that the decree holders, in accordance with the same, are in possession of a portion [i.e. 25%] of the subject property.

6. Mr. Gupta says that he will revert with instructions in the matter and, hence, the matter be stood over."

7. There is, apparently, a typographical error in the numbering of the paragraphs in the order dated 06.07.2020. Paragraph 4 should have read as paragraph 3 and other paragraphs should have been re-numbered accordingly.

7.1 It is ordered accordingly.

8. However, the fact remains that the in-principle agreement dated 20.08.2019, even according to counsel for the parties, has been acted upon. 8.1 The possession letter dated 11.10.2019, obviously, only records that position by alluding to the demarcation qua the subject property.

9. Therefore, in my view, the possession letter dated 11.10.2019 is, impliedly, subsumed in the order dated 04.03.2020.

10. Counsel for parties are satisfied with what is provided hereinabove.

11. The captioned application is, accordingly, closed.

RAJIV SHAKDHER, J JULY 23, 2020 PMC/KK Click here to check corrigendum, if any