

Manisha Gopal vs Utpal Gopal on 16 January, 2023

Author: Manmeet Pritam Singh Arora

Bench: Manmeet Pritam Singh Arora

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IN THE HIGH COURT OF DELHI AT NEW DELHI
CONT.CAS(C) 842/2022
MANISHA GOPAL

Through: Mr Adab Kapoor, Advocate
Petitioner in person.

versus

UTPAL GOPAL

Through: Mr. G.C. Tyagi, Mr. Kai
Mr. L.K. Mishra, Advocate
Respondent in person.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA
ORDER

% 16.01.2023

1. Learned counsel for the Respondent states that in compliance with the order 04.01.2023, the current maintenance charges for the month of January 2023 amounting to Rs. 1.5 lakhs have been paid to the Petitioner on 09.01.2023. He states that with respect to submitting the timelines within which the arrears of 90 lakhs will be paid within six months, the Respondent seeks further time of 3 weeks to file the said proposal.

2. The said request is vehemently opposed by learned counsel for the Petitioner. He states that the request of the Respondent is not bona fide and is a dilatory tactic. He states that the Petitioner has been served with a copy of revision petition by the Respondent after the last date of hearing, impugning the order dated 15.11.2022 passed by the Appellate Court in CA 199/2022 and the request for adjournment is only to await the hearing in the revision petition.

3. Learned counsel for the Respondent states that Respondent is actively soliciting offers for sale of Flat No. 721 Tower IC Golf Links NH-24, Ghaziabad, Uttar Pradesh ('the property No. 1') and a Flat owned by him in Mumbai. He states that the Respondent intends to clear the arrears of maintenance with the sale proceeds realized for the said property. He states that the properties are jointly owned by the parties herein.

4. In reply, learned counsel for the Petitioner states on instructions that the value of the property No.1 in the market is presently Rs.80 lakhs. He states that instead of selling off the said property, the Respondent may consider transferring/relinquishing his 50% share in the said property to the Petitioner herein who is a co-owner in the said property; the Petitioner will duly give an adjustment of Rs.40,00,000 towards the arrears of maintenance upon such transfer in her favour.

5. Learned counsel for the Respondent states that the market value of the said property No. 1 is higher and he shall revert with the value on the next date of hearing.

Property No.2

6. Learned counsel for the Petitioner further states that there is a property no. Flat No. 313, tower 3C, Golfinks, NH-24, near Columbia Hospital, Ghaziabad, UP-201002 ('the property No.2'); allotment of the same is in the joint name of the parties and a sum of Rs. 30 lakhs have been paid to the builder towards the said allotment. He states that a cancellation notice has been received with respect to the said property due to non- payment of further instalments. It is his suggestion that the Petitioner and Respondent can act together and represent to the builder for a refund of the amounts deposited, subject to minimum cancellation charges being deducted by the builder. He states that similarly 50% of the value of the refund received from the builder shall be adjusted by the Petitioner towards her maintenance arrears.

7. Learned counsel for the Respondent states that Respondent shall cooperate with the Petitioner to represent before the builder and recover the maximum refund.

Current maintenance charges

8. The Respondent undertakes to the Court that he shall pay the current maintenance charges for February, 2023 for the sum of Rs. 1,50,000/- to the Petitioner on or before 05.02.2023.

9. The parties are directed to jointly represent to the builder with respect to Property No.2. The Respondent is directed to communicate with the Petitioner with respect to the market value of Property No.1 on the basis of relevant material.

10. The Respondent is directed to remain present in Court and not leave the country until the next date of hearing.

11. At the request of the Respondent to enable him to place on record the proposal for payment of arrears, adjourned to 08.02.2023.

MANMEET PRITAM SINGH ARORA, J JANUARY 16, 2023/hp/kv