



2026:DHC:1406



\$~24

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 12th February, 2026**

+ EX.P. 74/2024, EX.APPL.(OS) 2098/2024, EX.APPL.(OS) 1131/2025 & EX.APPL.(OS) 1920/2025

LATE SH MAHESH CHAND SHARMA THROUGH LRS & ORS.

.....Decree Holders

Through: Mr. Samrat Nigam, Sr. Advocate with
Mr. Bhuvanesh Sehgal, Ms. Arpita
Rawat and Mr. Shubham Arora,
Advocates
Mob: 9810149006
Email: sehgalbhuvanesh@gmail.com

versus

LATE SH RAMESH CHAND SHARMA AND ORS.

.....Judgement Debtors

Through: Ms. Shalini Kapoor, Ms. Divyanshi
Saxena and Mr. Udit Bhatiani, Advs.
for JD-1
Mob: 9810160155
Email:
jksethandcompany@gmail.com
Mr. Tanvir Nayar and Mr. Yagyesh
Kumar, Advs. for JD-3
Mob: 9899570061
Email: tanvir.nayar@gmail.com

CORAM:**HON'BLE MS. JUSTICE MINI PUSHKARNA****MINI PUSHKARNA, J. (ORAL)****EX.APPL.(OS) 1131/2025**

1. The present application has been filed on behalf of Legal



Representatives (“LRs”) of Judgment Debtor (“JD”) No. 1, seeking direction/clarification regarding the shares of each party in the suit property, in view of the execution of the registered Relinquishment Deed dated 06th July, 2023, executed by the JD No. 3, subsequent to the judgment and decree dated 31st July, 2012 passed by this Court.

2. This Court notes that the present execution petition has been filed for execution of the common decrees dated 31st July, 2012 and 07th August, 2013, passed in *CS(OS) 2113/2001* and *CS(OS) 714/2013*, with respect to the property being *E-19A, East of Kailash, New Delhi-110065*.

3. This Court notes that the preliminary decree dated 31st July, 2012, was passed in the following manner:

“xxx xxx xxx

3. Therefore, counsel for the parties on instructions state that it is agreed that the suit be disposed of by passing of a preliminary decree as under:-

(a) A preliminary decree is passed holding that the plaintiff will be the owner of 1/7th+50% of 3/7th share in the suit property.

(b) The defendant no. 1 similarly will be the owner of 1/7th+50% of 3/7th share in the suit property.

(c) The three daughters namely defendant nos. 2, 4 and 5 who owned 3/7th share in the suit property, having relinquished their rights in favour of plaintiff and defendant no. 1 will not get any rights in the suit property.

(d) The two other daughters i.e. the defendant no.3 and 6, namely Smt. Indira Devi Shandilya and Smt. Sarita Sharma respectively, will get 1/7th right each in the suit property i.e. E-19A, East of Kailash, New Delhi.

xxx xxx xxx”

4. Accordingly, as per the preliminary decree, the shares of the respective parties were in the following manner:

(i) Mr. Mahesh Sharma – 35%,



- (ii) Mr. Ramesh Sharma – 35%,
- (iii) Ms. Sarita Sharma – 15%,
- (iv) Ms. Indira Devi – 15%

5. Now, the present application has been filed by the LR's of JD No. 1, i.e., Late Sh. Ramesh Sharma, to submit that since a registered Relinquishment Deed dated 06th July, 2023, has been executed by JD No. 3, Smt. Indira Devi Shandilya, in favour of the LR's of JD No. 1, thus, the LR's of JD No. 1, i.e., Late Sh. Ramesh Sharma would now have 50% share in the property in question.

6. However, the aforesaid prayer is vehemently opposed by learned Senior Counsel appearing for the Decree Holders ("DH's"). He draws the attention of this Court to the order dated 20th August, 2024, and in particular, relies upon the following paragraphs:

"xxx xxx xxx

2.1. He states that Smt. Sarita Sharma, Judgement Debtor No. 6, who was held entitled to 1/7th share in the suit property has executed a registered relinquishment deed dated 28.05.2007 in favour of late Sh. Mahesh Chand Sharma. He states that, therefore, the said 1/7th share has devolved upon the Decree Holders herein.

2.2. He states that similarly Smt. Indra Devi Shandilya, Judgement Debtor No. 3 as well executed a registered relinquishment deed dated 28.05.2007 in favour of late Sh. Mahesh Chand Sharma and her share as well has devolved upon the Decree Holders herein.

3. In reply, Ms. Shalini Kapoor, learned counsel for legal heirs of late Sh. Ramesh Chand Sharma, who are arrayed as Judgment Debtor No. 1 (a) to (e) states that the said Judgment Debtor No. 1 does not dispute the relinquishment of rights by Smt. Sarita Sharma, Judgment Debtor No. 6 in favour of late Sh. Mahesh Chand Sharma and its consequential devolution on the Decree Holders.

4. She states, however, Smt. Indra Devi Shandilya, Judgment Debtor No. 7 has executed a registered relinquishment deed dated 06.07.2023 in favour of some of the legal heirs of late Sh. Ramesh Chand Sharma i.e., Mr. Amit Sharma, Mr. Atul Sharma and Mr. Gaurav Sharma. She



states that she will file the said relinquishment deed executed by Smt. Indra Devi Shandilya within a period of two weeks with an advance copy to the opposite counsel.

xxx xxx xxx”

7. By referring to the aforesaid order, learned Senior Counsel appearing for the DH submits that the JD No. 3, i.e., Smt. Indira Devi had received 1/7th share in the suit property, and that it was to the understanding of all the parties that the decree in question shall be executed in the same manner as it had been passed.

8. He further draws the attention of this Court to the order dated 08th October, 2024, passed by this Court, and in particular, relies upon paragraph 06 of the said order, which reads as under:

“xxx xxx xxx

6. Mr. Tanvir Nayar, Advocate enters appearance on behalf of Judgment Debtor No. 3. He states that he has already filed his vakalatnama. He states that Judgement Debtor No. 3 will also participate in the mediation proceedings to facilitate the conversion process and would also pay her share/charges as required for the said conversion from leasehold to freehold. The said statement is taken on record.

xxx xxx xxx”

9. By referring to the aforesaid order, learned Senior Counsel appearing for the DHs submits that a statement had categorically been made on behalf of JD No. 3 that JD No. 3 will also participate in the mediation proceedings, for the purpose of facilitating the conversion process from leasehold to freehold. He, thus, submits that the intent of the parties was always that JD No. 3, i.e., Smt. Indira Devi will also receive her 15% share, which translates to 1/7th share in the property in question.

10. He also relies upon the order dated 21st May, 2025, passed by this Court, specifically upon paragraph 3 of the said order, which reads as under:



“xxx xxx xxx

3. *Ms. Chand Chopra, Advocate, (D-995/2012) (Mob. No. 9915907494) and (e-mail ID: chand@chandchopra.com) is appointed as the Court Auctioneer/Local Commissioner to conduct the sale of the subject property through Court auction process.*

xxx xxx xxx”

11. He submits that since, *vide* the aforesaid order dated 21st May, 2025, this Court had appointed a Court Auctioneer/Local Commissioner to conduct sale of the property in question, the LR^s of JD No. 1 had filed an appeal against the said order being *EFA(OS) 10/2025*. He hands over to this Court, the copy of the appeal filed by the LR^s of JD No. 1 and relies upon the following paragraphs:

“xxx xxx xxx

u. It is clarified that the Appellants herein submits that they have no objection if the Judgement/Decree dated 31.07.2012, is executed in its true letter and spirit in the following manner:

i. 35% share in the suit property, to Sh. Mahesh Chand Sharma.

ii. 35% share in the suit property, to Sh. Ramesh Chand Sharma.

iii. 15% share in the suit property, Smt. Indra Devi Shandilya.

iv. 15% share in the suit property, Smt. Sarita Sharma.

xxx xxx xxx”

12. By referring to the aforesaid, he submits that even the LR^s of JD No. 1 had made a categorical statement in the appeal before the Division Bench that the decree in question ought to be executed in its true letter and spirit. He, thus, submits that on the basis of the statement made by the LR^s of JD No. 1, as well as the DH^s, before the Division Bench, the appeal was disposed of *vide* order dated 30th May, 2025, in the following manner:

“xxx xxx xxx

EFA(OS) 10/2025 and CM APPL. 35727/2025

2. This appeal has been filed challenging the Order dated 21.05.2025



passed by the learned Single Judge of this Court in Ex.P. 74/2024, titled *Late Sh. Mahesh Chand Sharma Through Lrs & Ors. v. Late Sh. Ramesh Chand Sharma & Ors.*, whereby the learned Single Judge appointed a Court Auctioneer/Local Commissioner to conduct the sale of the subject property through the Court Auction process.

3. The limited grievance of the appellant against the Impugned Order is that by the Judgment and Decree dated 31.07.2012 passed by this Court in CS(OS) 2113/2001, titled **Shri Mahesh Chand Sharma v. Late Sh. Ramesh Chand Sharma (now deceased) Through his Lrs.)**; and CS(OS) 714/2003, titled **Smt. Indra Devi Shandilya and Ors. v. Shri Rahesh Chand Sharma v. Late Sh. Ramesh Chand Sharma (now deceased) Through his Lrs.**, it had been directed that the first attempt for the sale of the subject property would be in the form of an inter se auction between the patties, and it is only if the subject property cannot be sold by an inter se auction amongst the patties, then the parties, as per their shares in the subject property in the preliminary decree, shall proceed to sell the subject property by means of a public auction, or any other method.

4. The learned counsel for the appellant submits that the learned Single Judge has not explored the option of an inter se auction between the parties, before directing a Court Auction.

5. The learned counsels for the respondents, who appear on advance notice of this appeal, submit that the parties have explored all possible methods of sale inter se, including inter se bidding in the mediation proceedings that were pending before the mediator. It is only when the mediation proceedings failed and the parties could not arrive at a settlement, that the Impugned Order was passed.

6. They, however, without prejudice to the rights and contentions of the respondents, submit that the Court Auctioneer/Local Commissioner appointed by the learned Single Judge by way of the Impugned Order can first conduct an inter se auction of the subject property between the parties in terms of the Judgment and Decree dated 31.07.2012, and in case the same fails, then the Court Auctioneer/Local Commissioner can proceed towards a Court Auction as directed by the learned Single Judge.

7. This Court finds this suggestion of the learned counsels for the respondents to be acceptable. The same is also accepted by the learned counsel for the appellant.

8. Therefore, with the consent of the parties, the Impugned Order is modified to the limited extent that the Court Auctioneer/Local Commissioner shall first conduct an inter se auction of the subject



property between the parties in terms of the Judgment and Decree dated 31.07.2012 passed in the abovementioned Suits, and in case of failure thereof, then proceed for the Court Auction as directed by the learned Single Judge.

9. The appeal, along with the pending application, is disposed of in the above terms.

xxx xxx xxx”

13. Learned Senior Counsel appearing for the DHs submits that thus, in view of the order passed by the Division Bench, the *inter se* auction had to take place between the parties, before the property in question was to be put to sale through the auction process. He, thus, submits that the intent of the parties has always been that the decree in question would be executed in the manner it had been passed. He, thus, submits that Smt. Indira Devi ought to get her 15% share after the sale of the property in question.

14. He also relies upon the Relinquishment Deed dated 06th July, 2023, executed by JD No. 3, and in particular, relies upon the recital V the said Relinquishment Deed, to submit that it has been stated therein that the JD No. 3 had 1/8th undivided share in the property in question. The said recital V of the Relinquishment Deed dated 06th July, 2023, is reproduced as under:

“xxx xxx xxx

***AND WHEREAS** the said Mr. Kalu Ram Sharma did not leave behind any other legal heirs, except eight mentioned herein above and consequent upon his death they became the joint owners/lessees of the 'Said Property', to the extent of 1/8th undivided share each.*

xxx xxx xxx”

15. He, thus, submits that since the JD No. 3 has 1/7th share in the property in question as per the decree, the Relinquishment Deed dated 06th July, 2023 for relinquishment of 1/8th share, is not acceptable and would be difficult to execute, as a portion of the share still remains with JD No. 3.



16. *Per contra*, the aforesaid submissions are disputed by learned counsels appearing for LR's of JD No. 1, as well as JD No. 3.

17. Learned counsel appearing for the JD No. 3, i.e., Smt. Indira Devi reiterates that Smt. Indira Devi has executed the Relinquishment Deed dated 06th July, 2023 and has relinquished her full share in favour of the LR's of Late Sh. Ramesh Sharma.

18. Smt. Indira Devi, i.e., JD No. 3 is present before this Court, through Video Conferencing ("VC"), along with her son.

19. The Court has interacted with JD No. 3, i.e., Smt. Indira Devi, in the presence of her son.

20. Smt. Indira Devi confirms the fact that she has executed the said Relinquishment Deed in favour of the LR's of Late Sh. Ramesh Sharma.

21. Having heard learned counsels appearing for the parties, this Court takes note of the categorical submissions made by learned counsel appearing for the JD No. 3, i.e., Smt. Indira Devi that she has relinquished her full share in favour of the LR's of Late Sh. Ramesh Sharma.

22. This Court further takes note of the categorical statement made by Smt. Indira Devi, who is present through VC, that she has relinquished her share in the property in question, to the full extent.

23. The Relinquishment Deed dated 06th July, 2023, executed by JD No. 3, is before this Court, as per which, it is stated as follows:

"xxx xxx xxx

AND WHEREAS the 'Releasor' out of her love and affection for the 'Releasees', voluntarily without any monetary consideration and further to avoid any disputes or differences in future and to confirm and make more perfect the title and ownership in respect of the 'Said Property' has agreed to release and relinquish her entire undivided share, right, title and interest in the Entire Leasehold Built-up property bearing No.E-19/A, admeasuring 366.67 square yards,



situated at East of Kailash, New Delhi as well as all immovable properties situated anywhere in India (hereinafter referred to as “**THE SAID SHARE OF THE SAID PROPERTY**”), in favour of the ‘Releasees’ absolutely and forever.

xxx xxx xxx”

4. That now the ‘Releasor’ has been left with no right, title, interest, claim or lien of any nature whatsoever in ‘Said Share of the Said Property’, hereby Release and the same has become the absolute property of the ‘Releasees’, with right to peacefully and quietly hold, possess, occupy and enjoy the same and enjoy all the rents, profits, benefits and proceeds thereof with the exclusive right to sell, gift, mortgage, lease and transfer the same by whatever means the ‘Releasees’ like, without any demand, objection, claim or interruption by the ‘Releasor’ or any person(s) claiming under or in trust for the ‘Releasor’.

xxx xxx xxx”

(Emphasis Supplied)

24. Perusal of the aforesaid Relinquishment Deed manifests the clear intent and purport of the Relinquishment Deed as being that JD No. 3, i.e., Smt. Indira Devi, has relinquished her full share in the suit property in favour of the LRs of Late Sh. Ramesh Chandra Sharma. The said Relinquishment Deed clearly states that the releaser, i.e., Smt. Indira Devi has been left with no right, title, interest, claim or *lien* of any nature, whatsoever, in the suit property.

25. Therefore, the mention of 1/8th share in the recital of the Relinquishment Deed would have no effect, when the covenants of the actual Relinquishment Deed are very clear and categorical to the effect of release of full share of the releaser, and the releaser not being left with any right, title or interest in the property in question.

26. This Court also takes note of the fact that the Relinquishment Deed in favour of the DH No. 1-Sh. Mahesh Sharma was executed on 28th May,



2007. However, the said Relinquishment Deed pre-dates the preliminary decree dated 31st July, 2012. Thus, when the preliminary decree dated 31st July, 2012 was passed, the issue with respect to the Relinquishment Deed of 2007 was neither raised, nor pressed by the decree holders.

27. Further, the preliminary decree, by way of which, Sh. Mahesh Sharma was granted 35% share in the suit property, was passed in the presence of the counsels for Sh. Mahesh Sharma. Thus, when the preliminary decree dated 31st July, 2012 was passed, Sh. Mahesh Sharma was aware of the same and had accepted the decree to the extent of 35% share in his favour.

28. It is also to be noted that the said preliminary decree was also passed as a final decree on the same date, i.e., 31st July, 2012, and was accepted by the parties as a final decree.

29. Further, this Court notes that the said preliminary and final decree dated 31st July, 2012 was confirmed by the *Supreme Court in Special Leave Petition (Civil) 26685/2014 vide* order dated 14th November, 2014. Further, the *Review Petition (Civil) 434/2015*, filed against the said order dated 14th November, 2014 was also dismissed *vide* order dated 06th October, 2016.

30. Thus, the preliminary as well as the final decree have become final, and are binding on all the parties.

31. This Court also takes note of the submissions made by learned Senior Counsel appearing for the DHs, wherein, learned Senior Counsel for the DHs again reiterates and accepts the decree dated 31st July, 2012, in the manner it has been passed, meaning thereby, that the LRs of now deceased Sh. Mahesh Sharma accept their share to the extent of 35% in the property in question.

32. Accordingly, this Court finds no impediment in Smt. Indira Devi



having executed a Relinquishment Deed dated 06th July, 2023 in favour of the LRs of Late Sh. Ramesh Sharma.

33. A person having interest in a property has every right and authority to deal with the property in the manner he/she desires. Thus, if Smt. Indira Devi desires to relinquish her 15% share in favour of the LRs of Late Sh. Ramesh Sharma, this Court would accept and honour the intent of JD No. 3-Smt. Indira Devi, in this regard.

34. Accordingly, it is clarified that, as and when, sale of the suit property takes place, the sale proceeds shall be distributed, in the following manner:

- (i) LRs of Mahesh Sharma – 35%
- (ii) LRs of Ramesh Sharma – 50%
- (iii) Smt. Sarita Devi – 15%

35. With the aforesaid clarification, the present application is accordingly disposed of.

EX.P. 74/2024

36. List on 09th July, 2026

MINI PUSHKARNA, J

FEBRUARY 12, 2026/SK