



2026:DHC:8653



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

Date of decision: 29th SEPTEMBER, 2026

IN THE MATTER OF:

CNR No. DLHC010365972023

+ **CS(OS) 567/2023, I.A. 17916/2023, I.A. 24362/2023, I.A. 3657/2024, I.A. 19084/2025**

MRS POOJA WASAL

.....Plaintiff

Through: Mr. Rajesh Yadav, Senior Advocate
with Ms. Azra Rehman, Mr. Harinder
Singh, Mr. Zakir Rehman and Ms.
Fatima Faridi, Advocates

versus

SH RAMESH GROVER & ORS.

.....Defendants

Through: Mr. Tarun Kapoor, Advocate
Mr. Sarad Kumar Sunny and Mr.
Madhav Binzani and Mr. Mehul
Rathore, Advocates for D-1 and 2.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

JUDGMENT

1. The present Suit has been filed by the Plaintiff, *inter alia*, seeking partition, declaration, permanent injunction and mandatory injunction in respect of certain movable and immovable properties. The Plaintiff claims these reliefs on the basis of her status as a coparcener in the purported Joint Hindu Family comprising the ancestral estate of her father, Defendant No. 1, namely, Ramesh Grover.



2026:DHC:8653



2. The facts in brief are that the parties to the Suit are members of the same family. Late Mr. Ram Lal Grover and Late Ms. Usha Grover were the grandparents of the Plaintiff and Defendant Nos. 2 and 3. Defendant No. 1 and Defendant No. 4 are the father and mother, respectively, of the Plaintiff and Defendant Nos. 2 and 3. The Plaintiff is the daughter of Defendant Nos. 1 and 4, while Defendant Nos. 2 and 3 are the sons, being the brothers of the Plaintiff.

3. In view of the above, the Plaintiff seeks partition of the properties amongst Defendant Nos. 1, 2 and 3 and herself, claiming a 1/4th share therein. The Properties in respect of which partition is sought are as follows:

- i. C-7, Green Park (Main), New Delhi, ground floor and basement structure, admeasuring about 500 sq. yards;
- ii. Plot No. 4, Loha Mandi, Naraina, Delhi, admeasuring about 400 sq. yards;
- iii. Property No. 39 Shradhanand Marg, Ajmeri Gate, Delhi, admeasuring about 200 sq. yards;
- iv. Other movable and immovable properties owned by Late Mr. Ram Lal Grover and Late Ms. Usha Grover
(collectively, "Suit Properties")

4. Even though the pleadings of the Plaintiff seeks relief *qua* Property being B-5/204 (Ground Floor), Safdarjung Enclave, New Delhi - 110029 as well, however, *vide* order dated 02.12.2025, the Plaintiff submitted before the Court that she does not seek any relief *qua* the said Property and the same has been categorically recorded in the said order.



2026:DHC:8653



5. According to the Plaintiff, the parties constitute a Joint Hindu Family and the Suit Properties are ancestral properties belonging to the Joint Family, which have not been partitioned till date. It is stated that the paternal grandfather of the Plaintiff, Late Mr. Ram Lal Grover, and his wife, Late Ms. Usha Grover, died intestate. Their estate comprised immovable and movable properties as well as a family-owned business enterprise, namely, Grover Steels. Upon their demise, their estate devolved upon Defendant No. 1 by virtue of survivorship and inheritance.

6. It is further stated that since the Suit Properties were received by the father of the Plaintiff from his forefathers, the same constitute ancestral/coparcenary properties. According to the Plaintiff, pursuant to the amendment to the Hindu Succession Act, 1956 in 2005, she, being a daughter of the Joint Family, acquired a right by birth in the ancestral/coparcenary properties of the family by virtue of her status as a coparcener.

7. It is also stated that, under *Mitakshara* law, in a Joint Hindu Family, each coparcener has a community of interest and unity of possession *qua* the Joint Family Property. According to the Plaintiff, following the 2005 amendment to the Hindu Succession Act, 1956, daughters also became coparceners and are, therefore, equally entitled to claim partition in ancestral property. It is her case that such right accrues by birth and is not dependent upon the survival of the father.

8. It is further alleged that Defendant No. 2, the brother of the Plaintiff, forcibly removed Defendant No. 4, their mother, from her matrimonial residence. Defendant No. 4 is stated to be residing with the Plaintiff at her



2026:DHC:8653



residence, i.e., B-5/204, Safdarjung Enclave, New Delhi-110029, which, according to the Plaintiff, was gifted to her by Defendant Nos. 1 and 4.

9. It is also alleged that Defendant Nos. 1 and 2 are presently in possession of the Suit Properties. Despite repeated demands made by the Plaintiff for partition of the Suit Properties, Defendant No. 2 has allegedly failed to accede to the same and has, instead, threatened and attempted to intimidate the Plaintiff. The Plaintiff further alleges that Defendant Nos. 1 and 3 are acting in collusion with each other and are attempting to dispose of the Suit Properties. It is alleged that the funds of the ancestral properties, in which the Plaintiff and Defendant No. 4 claim an equal interest, are also being misused.

10. In these circumstances, the Plaintiff has filed the present Suit seeking partition and consequential reliefs, claiming a 1/4th share in the Suit Properties.

11. *Per contra*, Defendant Nos. 1 and 2 have stated that the Suit Properties, as described by the Plaintiff, are neither Joint Family Properties nor ancestral properties. Rather, according to them, each of the Suit Properties is a separate and self-acquired property, having a distinct and documented chain of title, as set out hereinbelow:

- i. With respect to the Property bearing No. C-7, Green Park (Main), New Delhi, comprising the ground floor and basement structure and admeasuring approximately 500 sq. yards, Defendant Nos. 1 and 2 have stated that the property was purchased by Late Ms. Usha Grover from her own funds *vide* Sale Deed dated 02.06.1961. Upon her demise, the property devolved upon Defendant No. 1 pursuant to a



2026:DHC:8653



registered Will dated 28.07.1993 executed by Late Ms. Usha Grover. It is further stated that the sisters of Defendant No. 1, being the Class-I legal heirs to the estate of Late Ms. Usha Grover, relinquished their respective shares in the said Suit Property in favour of Defendant No. 1 *vide* registered Relinquishment Deed dated 23.08.2006. Defendant Nos. 1 and 2 have further stated that Defendant No. 1 has given one-half of the basement and one-half of the ground floor of the given Suit Property to Defendant No. 2, his son, while retaining the remaining one-half with himself.

- ii. In respect of Property No. 39, Shradha Nand Marg, Ajmeri Gate, Delhi, admeasuring approximately 200 sq. yards, Defendant Nos. 1 and 2 have stated that the property was purchased by Late Mr. Ram Lal Grover *vide* Sale Deed dated 08.04.1968. Upon his demise, the Property devolved upon Defendant No. 1 pursuant to a registered Will dated 15.01.1992 executed by Late Mr. Ram Lal Grover. It is further stated that the sisters of Defendant No. 1 acknowledged the absolute rights of Defendant No. 1 in the Suit Property by way of No Objection Certificates dated 08.04.2005.
- iii. In respect of Plot No. X-4, Loha Mandi, Naraina, Delhi, admeasuring approximately 400 sq. yards, Defendant Nos. 1 and 2 have stated that the property was allotted to the partnership firm, M/s Grover Steel Corporation, of which Defendant No. 1, Late Ms. Usha Grover and Mr. Amarnath were partners, by the Land and Housing Department of the Delhi Administration *vide* Perpetual Lease Deed dated 12.09.1977. It is further stated that Late Ms. Usha Grover transferred her share in the property to Defendant No. 1 *vide* registered Will dated



2026:DHC:8653



28.07.1993, while Mr. Amarnath transferred his share to Defendant No. 1 *vide* Will dated 01.07.1990. Defendant Nos. 1 and 2 have stated that M/s Grover Steel Corporation subsequently became defunct and the business ultimately became the sole proprietorship of Defendant No. 1. It is further stated that the Delhi Development Authority executed a Conveyance Deed dated 27.02.2012 in respect of the instant Suit Property in favour of Defendant No. 1. Thereafter, Defendant No. 1 gifted 50% each of this Suit Property to Defendant No. 2 and Defendant No. 3 *vide* registered Gift Deeds dated 14.06.2014 and 15.05.2014, respectively.

- iv. As regards the other movable and immovable properties of Late Ms. Usha Grover, Defendant Nos. 1 and 2 have stated that the same devolved upon Defendant No. 1 pursuant to the registered Will dated 28.07.1993 executed by Late Ms. Usha Grover.
- v. As regards the other movable and immovable properties of Late Mr. Ram Lal Grover, Defendant Nos. 1 and 2 have stated that the same devolved upon Defendant No. 1 pursuant to the registered Will dated 15.01.1992 executed by Late Mr. Ram Lal Grover.

12. A tabular representation of the averments of the Defendant Nos. 1 and 2 is depicted as follows:

S.No.	Suit Property	Acquisition	Devolution	Current Status
1.	C-7, Green Park (Main), New Delhi, ground floor and basement	Purchased by Late Ms. Usha Grover <i>vide</i> Sale Deed dated 02.06.1961	Devolved upon Defendant No. 1 through registered Will dated	Sisters of Defendant No. 1 relinquished the share in Suit Property <i>vide</i> registered



2026:DHC:8653



	structure, admeasuring about 500 sq. yards;		28.07.1993 executed by Late Ms. Usha Grover	Relinquishment Deed dated 23.08.2006. Half of the basement and ground floor of the Suit Property is given by Defendant No. 1 to his son, i.e., Defendant No. 2 . The other half is retained by Defendant No. 1 .
2.	Property No. 39 Shradhanand Marg, Ajmeri Gate, Delhi, admeasuring about 200 sq. yards	Purchased by Late Mr. Ram Lal Grover vide Sale Deed dated 08.04.1968 .	Devolved upon Defendant No. 1 vide registered Will dated 15.01.1992 from Late Mr. Ram Lal Grover.	Sisters of Defendant No. 1 have acknowledged the absolute rights of Defendant No. 1 in the Suit Property through No Objection Certificates dated 08.04.2005.
3.	Plot No. X-4, Loha Mandi, Naraina, Delhi, admeasuring about 400 sq. yards	Allotted to a partnership namely, M/s Grover Steel Corporation of which Defendant No. 1, Late Ms. Usha Grover, and	Devolved upon Defendant No. 1 as Late Ms. Usha Grover and Mr. Amarnath	Defendant No. 1 has gifted 50% each of the Suit Property in favour of Defendant No. 2 and

Signature Not Verified

Signed By: RAHUL
SINGH
Signing Date: 01.10.2026
18:03:20

CS(OS) 567/2023

Page 7 of 15



2026:DHC:8653



		Mr. Amarnath were partners, by Land and Housing Department of Delhi Adminstration vide perpetual Lease Deed dated 12.09.1977.	transferred their respective shares to Defendant No. 1 vide registered Will dated 28.07.1993 and Will dated 01.07.1990 respectively. M/s Grover Steel has become defunct and the same ultimately has become sole proprietorship of Defendant No. 1. DDA has also executed conveyance deed vis-à-vis the Suit Property dated 27.02.2012 in favour of Defendant No. 1	Defendant No. 3 vide registered Gift Deeds dated 14.06.2014 and 15.05.2014 respectively.
4.	Other movable and immovable		Devolved upon Defendant	Absolute property of Defendant No.

Signature Not Verified

Signed By: RAHUL
SINGH
Signing Date: 01.10.2026
18:03:20

CS(OS) 567/2023

Page 8 of 15



2026:DHC:8653



	properties of Late Ms. Usha Grover		No. 1 vide registered Will dated 28.07.1993	1
5.	Other movable and immovable properties of Late Mr. Ram Lal Grover		Devolved upon Defendant No. 1 vide registered Will dated 15.01.1992.	Absolute property of Defendant No. 1

13. Accordingly, it is averred that each of the Suit Properties devolved upon Defendant No. 1 as his separate properties, absolutely vesting in him right, title and interest therein.

14. It is stated that there is no averment in the Plaint as to when the Suit Properties were thrown in common hotchpotch, nor is there any pleading or material assertion of existence/formation of Hindu Undivided Family. Plaintiff failed to plead the source of any Joint Family Properties or funds through which Suit Properties were purchased. In absence thereof, Plaintiff is not entitled seek the relief as asked for and the Suit is accordingly liable to be dismissed.

15. It is further stated that mere flimsy averments in the Plaint do not give rise to a justifiable legal case. The legal position after coming into force of Hindu Succession Act, 1956 is clear that a property becomes a Joint Family Property unless it is pleaded in the Plaint that Defendant No. 1 inherited the Suit Properties from his ancestors prior to 1956 or that Defendant No. 1 created a Joint Family Property by throwing his self-acquired Suit Properties into a common hotchpotch. Such in not the case as per the Plaint. Plaintiff,



2026:DHC:8653



in simpliciter, avers the Properties to be Joint which is not maintainable in law. Just because properties came from Defendant No.1's parents that does not make the properties ancestral properties.

16. In view of Plaintiff's amended pleadings which challenge validity of the registered Wills dated 28.07.1993 and 15.01.2022 executed by Late Ms. Usha Grover and Late Mr. Ram Lal Grover respectively as being forged and fabricated, it is stated by the Defendants that in absence of any specific relief of declaration that such wills are bad in law, the presumption under Section 114 of Indian Evidence Act will apply as the Wills are registered. The amended pleadings as filed by the Plaintiff also challenges the authenticity of the unregistered will dated 01.07.1990, executed by Late Amar Nath in respect of his share in M/s Grover Steel Corporation in favour of Defendant No. 1. To this also, Defendants claim that a mere averment without seeking declaration *qua* the said wills is not tenable in law.

17. When the matter got listed on 03.08.2026, before this Court, a question was posed to the Plaintiff regarding the maintainability of the Suit. This Court opined that after the death of the grandparents of the Plaintiff, when the Suit Properties devolved upon the father of the Plaintiff, i.e., Defendant No. 1, those became his self-acquired properties in view of the Judgment of the Apex Court in Commissioner of Wealth Tax, Kanpur & Ors. v. Chander Sen & Ors., **1986 (3) SCC 567**.

18. Subsequent thereto, on 18.08.2026, this Court directed the parties to file their Written Submissions and the matter got reserved to the limited extent of determining if the instant Suit of Partition is maintainable *qua* Suit Properties or not.



2026:DHC:8653



19. It is stated that an Application, being I.A.24363/2023, under Order VII Rule 11 CPC was filed by the Defendants, challenging the maintainability of the Suit averring that Suit Properties were not ancestral and were separate properties of Defendant No. 1. He states that the said Application was dismissed by a co-ordinate Bench of this Court *vide* Order dated 07.05.2025. Reliance is placed on a Judgment passed by the Apex Court in B.S. Lalitha v. Bhuvanesh, **2026 SCC OnLine SC 860**, wherein the Apex Court has stated that once an Application under Order VII Rule 11 CPC stands dismissed, another Application under Order VII Rule 11 CPC on the very same grounds cannot be entertained. Learned Counsel for Plaintiff relies on the principle of ‘interlocutory res judicata’ to contend that principle of res judicata is not just restricted to different proceedings, but also subsequent stage of the same proceedings as well. Accordingly, it is stated that since the Court has already dealt with the aspect of maintainability, it may not be germane for the court, at this stage to deal with it again.

20. In B. S. Lalitha (supra) the Apex Court has held as under:

“39. We may further observe that Explanation IV to Section 11 of the CPC provides that “any matter which might and ought to have been made ground of defence or attack in such former suit shall be deemed to have been a matter directly and substantially in issue in such suit.” The respondents’ submission that the two applications were filed under different sub-clauses of Order VII Rule 11, the first under clause (d) alone and the second under clauses (a), (b) and (d) is of no consequence. The ground that the plaint does not disclose a cause of action [clause (a)] or is defective [clause (b)] could have been, and indeed



ought to have been, raised in the first application. The mere invocation of additional sub-clauses in the second application does not take the matter outside the scope of res judicata. The substance of the issue, whether the plaint should be rejected on the ground that the suit is barred by Section 6(5) of the H.S. Act, remains the same. A party cannot circumvent the finality of an adverse order by re-framing the same challenge under a different procedural provision.

40. The second limb of the High Court's reasoning, that Vineeta Sharma constitutes a 'change in law' which overrides res judicata is equally unsustainable. It is true that in Mathura Prasad Bajoo Jaiswal (supra), this Court in Para 9 held that a subsequent change in law can render an earlier decision on a pure question of law ineffective as res judicata. However, this exception applies only where the legal basis of the earlier decision has been undermined by the subsequent pronouncement.

41. The question, therefore, is whether Vineeta Sharma effects any change in the law relevant to the 2013 order. The answer, in our view, is in the negative. The 2013 order proceeded on the basis that even assuming the daughters are not coparceners and the partition is valid, the father died intestate and the daughters have a right in the father's share under Section 8 of the H.S. Act. Vineeta Sharma (supra) deals with the scope of the 2005 Amendment vis-à-vis coparcenary rights and the saving clause for pre-2004 partitions. It holds, inter alia, that daughters become coparceners by birth, that the 2005 Amendment is retroactive in nature, and that Section 6(5) saves only partitions effected before 20.12.2004 by registered deed or court decree. What Vineeta Sharma (supra) does not do is alter the settled position which was the



2026:DHC:8653



foundation of the 2013 order, that where a Hindu male dies intestate, his property devolves under Section 8 on all Class I heirs including daughters. The “basis” of the 2013 judgment remains entirely undisturbed by Vineeta Sharma. The High Court’s reasoning that Vineeta Sharma (supra) did away with the basis of the 2013 order is, with respect, erroneous.

42. The second application is a transparent attempt to re-agitate a concluded issue by dressing it in the garb of Vineeta Sharma (supra), which, as we have noted above, has no bearing on the core question decided in 2013. The issue raised in the second application was directly and substantially settled by the 2013 judgment. No different factual or legal ground was raised that takes the second application outside the scope of that settled determination. On this ground alone, the impugned order is liable to be set aside.

(Emphasis Supplied)

21. It is pertinent to mention here that issues have yet not been framed and the matter has not proceeded to trial.

22. It is also pertinent to mention that the Apex Court in S. Ramachandra Rao v. S. Nagabhushana Rao, (2024) 17 SCC 361, has held that even an erroneous decision remains binding on the parties to the same litigation and concerning the same issue, if rendered between the same parties by a court of competent jurisdiction. In the said Judgment the Apex Court has further held as under:

30. It is also well settled, as laid down in several decisions, that even an erroneous decision remains binding on the parties to the same litigation and concerning the same issue, if rendered between the same parties by a court of competent jurisdiction.



2026:DHC:8653



In GorieGouri Naidu [GorieGouri Naidu v. ThandrothuBodemma, (1997) 2 SCC 552] , this Court, inter alia, said: (SCC p. 554, para 4)

“4. ... The law is well settled that even if erroneous, an inter-party judgment binds the party if the court of competent jurisdiction has decided the lis.”

32. In S. Nagaraj [S. Nagaraj v. B.R. Vasudeva Murthy, (2010) 3 SCC 353 : (2010) 1 SCC (Civ) 695] , it was also made clear by this Court that binding decisions cannot be ignored even on the principles of per incuriam because those principles have relevance to the doctrine of precedents but have no application to the doctrine of res judicata.

33. For what has been noticed and discussed in the preceding paragraphs, it remains hardly a matter of doubt that the doctrine of res judicata is fundamental to every well-regulated system of jurisprudence, for being founded on the consideration of public policy that a judicial decision must be accepted as correct and that no person should be vexed twice with the same kind of litigation. This doctrine of res judicata is attracted not only in separate subsequent proceedings but also at the subsequent stage of the same proceedings. Moreover, a binding decision cannot lightly be ignored and even an erroneous decision remains binding on the parties to the same litigation and concerning the same issue, if rendered by a court of competent jurisdiction. Such a binding decision cannot be ignored even on the principle of per incuriam because that principle applies to the precedents and not to the doctrine of res judicata.”

(emphasis supplied)



2026:DHC:8653



23. This Court was also inclined to reject the Plaint under Order VII Rule 11(d) CPC but in view of the Judgment of the Apex Court in B. S. Lalitha (supra) wherein the Apex Court has held that dismissal of an earlier Application under Order VII Rule 11 CPC would constitute as *res judicata*, this Court, being bound by the said Judgment, is not inclined to deal with the aspect of maintainability, the same being dealt with *vide* Judgment dated 07.05.2025, by the co-ordinate Bench of this Court.

24. This Court is not making any comment on the issue as to whether the Judgment of the Court, dated 07.05.2025 in I.A.24363/2023 is *per incuriam* or not in view of the Judgment of the Apex Court in B. S. Lalitha (supra). However, neither of the two judgments mentioned above say that a view taken while deciding an Application under Order VII Rule 11 CPC will bind the final decision of the Court after framing of issues.

25. In this view of the matter, list before the Joint Registrar for filing of the Joint Document Schedule on 19.11.2026.

26. List before the Court for framing of issues on 13.01.2027.

SUBRAMONIUM PRASAD, J

SEPTEMBER 29, 2026

KM/Rahul