



\$~30

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

+ **CS(OS) 18/2023 & I.A. 429/2023 I.A. 1381/2023 I.A. 24841/2023 I.A. 24858/2023**

PRADEEP KUMAR SAGAR

.....Plaintiff

Through: Mr. Prabhjit Jauhar, Ms. Anupama Kaul, Ms. Shreya Narayan and Mr. Sehaj Kataria, Advs with plaintiff in person.

versus

ANURADHA SAGAR

.....Defendant

Through: Ms. Nandita Rao, Senior Adv. with Mr. Nishant Joshi, Mr. Shreyansh Jain and Mr. Amit Peswani, Advs. with defendant in person.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

%

21.05.2025

1. Learned senior counsel for the Defendant has addressed submissions. She states that affidavit dated 17.05.2025 filed by the Plaintiff contains caveats which are contrary to the order dated 21.04.2025 and prejudicial to the Defendant. She states that partial payment of the overdue school fee has been received, however there is a further amount which remains unpaid and she has handed over a copy of the statement to the learned counsel for the plaintiff. She states that all payments towards school are verifiable and therefore Plaintiff are directed to make good the deficiency. She states that the Flat i.e., Flat No. 1201, Tower A, Pioneer Arya, Golf Court Extension Road,



Gurugram ('Flat') is acceptable however the same is not furnished. She states that the landlord is willing to furnish the flat and charge additional monthly rent of Rs. 75,000/-.

2. Learned counsel for the Plaintiff states that in compliance with the order dated 21.04.2025, the Flat selected by the Defendant through her broker has been taken on rent vide rent agreement dated 09.05.2025. He states that the said rent agreement has been executed for a period of three (3) years with the concerned landlord. He states that the agreement will be registered within one (1) month, the delay has occurred due to the unavailability of the landlord.

2.1. He states that outstanding school fees stands paid. He states that Defendant has submitted a statement of account and contended that there is an overdue amount with respect to the school fee. He states that plaintiff will verify the said statement of account furnished during the course of hearing and make good the deficiency, if any.

2.2. He states that the apprehension of the Defendant with respect to the maintenance charges of the concerned Flat is unfounded, as Plaintiff has undertaken to pay the said maintenance charges for the entire period of three (3) years.

2.3. He states that the only issue that remains outstanding between the parties is furnishing of the Flat. He states that for the present, the Plaintiff is ready to transfer all the existing furniture lying in the two (2) bedrooms at the farmhouse to the above mentioned Flat within one (1) week.

3. This Court has heard the parties.

4. The Defendant is directed to take possession of the said Flat.

5. For the moment, Plaintiff is directed to shift the existing furniture in the



two rooms at the farmhouse to the Flat at his own cost. The issue with respect to furnishing of the remaining rooms will be taken up on the next date of hearing. The rent agreement will be registered expeditiously.

6. It is made clear that any averments made by the Plaintiff in its affidavit which is contrary to the submissions recorded in the order dated 21.04.2025 will not bind the Defendant.

7. The Plaintiff is directed to verify the statement of outstanding payments made by Defendant to the school and to make good the deficiency. The Plaintiff will abide by the letter and spirit issued on 21.04.2025.

8. Interim orders to continue.

9. List on **17.09.2025**.

MAY 21, 2025/mt

MANMEET PRITAM SINGH ARORA, J

Click here to check corrigendum, if any