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IN THE COURT OF SENIOR CIVIL JUDGE AT NEW DELHI,

PATIALA HOUSE COURTS.

CS (os) No. \_\_\_\_\_ OF 2013

**IN THE MATTER OF:-**

Yash Pal Singhal,  
Sole Proprietor,  
M/s. Capital Maintenance Corporation,  
Ground Floor Cabin, New Delhi House,  
27, Barakhamba Road,  
New Delhi-110001.

Present :

This case has been  
Allocated to the court of

*Sh. D. N. Singh*

Put up before concerned  
court today itself at 2 PM

District & Session Judge  
New Delhi

22/2/13

...Plaintiff

Versus

1. New Delhi House Flat Owners Association (Regd.)  
Through Its President,  
Sh. H.M. Prabhakar,  
Flat No.806,  
New Delhi House,  
27, Bara Khambha Road,  
New Delhi

S-57/13  
22/07/13

...Defendant No.1

2. New Delhi House Occupiers  
Association (Regd.)  
Through its President  
Sh. B.S. Vedi,  
Flat No.G.F. 2,  
New Delhi House,  
27, Bara Khambha Road,  
New Delhi

...Defendant No.2

3. V.K. Mehta,  
Alleged General Secretary  
of Interim Executive Committee  
Flat No.201, New Delhi House,  
27, Barakhamba Road,  
New Delhi-110001.

...Defendant No.3

17

CS-17/13  
22/02/13

9/F-1522/13  
22/2/13



- 4. **K.J. Sangar,**  
Alleged President of Interim  
Executive Committee  
Flat No.203, New Delhi House,  
27, Barakhamba Road,  
New Delhi-110001. ...Defendant No.4
  
- 4. **S.C. Kaneja,**  
Alleged Vice President of  
Interim Executive Committee  
Flat No.303-304, New Delhi House,  
27, Barakhamba Road,  
New Delhi-110001. ...Defendant No.5
  
- 5. **Chaman Mahajan,**  
Alleged Executive Committee member of  
Interim Executive Committee  
Flat No.414, New Delhi House,  
27, Barakhamba Road,  
New Delhi-110001. ...Defendant No.5
  
- 6. **Ashok Mehta,**  
Alleged Executive Committee member of  
Interim Executive Committee  
Flat No.204, New Delhi House,  
27, Bara Khambha Road,  
New Delhi-110001 ...Defendant No.6
  
- 7. **Karan Bagga,**  
Alleged Treasurer of Interim  
Executive Committee  
Flat No. 501, New Delhi House,  
27, Bara Khambha Road,  
New Delhi-110001. ...Defendant No.7.
  
- 8. **Ramesh Sharma**  
Alleged Executive Committee member of  
Interim Executive Committee  
Flat No. 502, New Delhi House,  
27, Bara Khambha Road,  
New Delhi-110001. ...Defendant No.8.

9. Sandeep Chaudhary,  
Alleged Executive Committee member of  
Interim Executive Committee,  
Flat No.411, New Delhi House,  
27, Bara Khambha Road,  
New Delhi-110001



...Defendant NO.9

**SUIT FOR PERMANENT INJUNCTION**

**Most Respectfully submitted as under:-**

1. That the plaintiff is the sole proprietor of Capital Maintenance Corporation and is engaged in the business of providing maintenance services like security, plumbing, electrical & water supply besides other ancillary operations relating to the running of the operations in the building called New Delhi House located at 27, Bara Khambha Road, New Delhi. The occupiers/owners of various flats inside the said building have engaged the plaintiff for carrying on the maintenance work separately and independently inside the said building.
2. That the said Capital Maintenance Corporation commenced the services around the year 1974 (Nineteen Hundred Seventy Four) in agreement with the occupiers and owners, inside the building and made elaborate arrangements for providing various services. Heavy amount was invested on the development of the infrastructure for providing the

प्रमाणित

21

77/13

Jashpal Singhal Vs New Delhi House Flat Owners Association

12.03.2014

Present : Ms. Sunita Bhardwaj, Ld. counsel for the plaintiff.

Defendants are ex-parte.

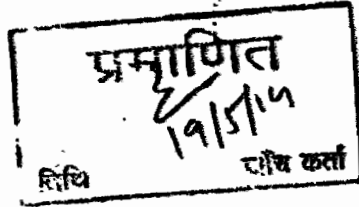
Vide separate judgment of even date, the suit of the plaintiff stands decreed in terms mentioned therein. Decree sheet be prepared accordingly.

File be consigned to record room after due compliance.

(PRASHANT SHARMA)

ARC/ACJ/CCJ: New Delhi

Patiala House Courts/12.03.2014



**THE COURT OF SH. PRASHANT SHARMA : COMMERCIAL CIVIL  
JUDGE: PATIALA HOUSE COURTS: NEW DELHI**

**DIT NO. 57/13**


**Yash Pal Singhal  
Sole Proprietor,  
M/s Capital Maintenance Corporation,  
Ground Floor Cabin, New Delhi House,  
27, Barakhamba Road,  
New Delhi-110001.**



.....Plaintiff

**Versus**

- 1. New Delhi House Flat Owners Association (Regd.)  
Through its President,  
Sh. H.M. Prabhakar,  
Flat No. 806, New Delhi House,  
27, Bara Khamba Road, New Delhi.**
- 2. New Delhi House Occupiers Association (Regd.)  
Through its President Sh. B.S. Vedi,  
Flat no. G.F. 2, New Delhi House,  
27, Bara Khamba Road, New Delhi.**
- 3. V.K. Mehta  
Alleged General Secretary of  
Interim Executive Committee  
Flat no. 201, New Delhi House,  
27, Barakhamba Road, New Delhi-110001.**
- 4. K.J. Sangar,  
Alleged President of Interim Executive Committee  
Flat no. 203, New Delhi House,  
27, Barakhamba Road, New Delhi-110001.**
- 5. S.C. Kaneja,**

  
12/3/14

**Alleged Vice President of Interim Executive Committee**

**Flat no. 303-304, New Delhi House,  
27, Barakhamba Road, New Delhi-110001.**

**6. Chaman Mahajan,**

**Alleged Executive Committee Member of Interim Executive Committee**

**Flat no. 414, New Delhi House,  
27, Barakhamba Road, New Delhi-110001.**

**7. Ashok Mehta**

**Alleged Executive Committee Member of Interim Executive Committee,**

**Flat no. 204, New Delhi House,  
27, Barakhamba Road, New Delhi-110001.**

**8. Karan Bagga,**

**Alleged Treasurer of Interim Executive Committee**

**Flat no. 501, New Delhi House,  
27, Barakhamba Road, New Delhi-110001.**

**9. Ramesh Sharma,**

**Alleged Executive Committee Member of Interim Executive Committee**

**Flat no. 502, New Delhi House,  
27, Barakhamba Road, New Delhi-110001.**

**10. Sandeep Chaudhary,**

**Alleged Executive Committee Member of Interim Executive Committee,**


**Flat no. 411, New Delhi House,  
27, Barakhamba Road, New Delhi-110001.**



.....Defendant

**SUIT FOR PERMANENT INJUNCTION.**

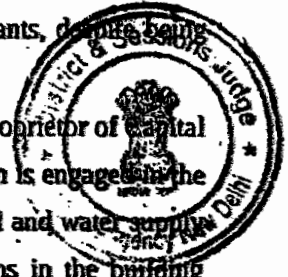
**Date of institution of suit : 05.06.2013**  
**Date of hearing of final arguments : 25.02.2014**  
**Date of final judgment : 12.03.2014**

  
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**समाप्त**

**Inter judgement:**

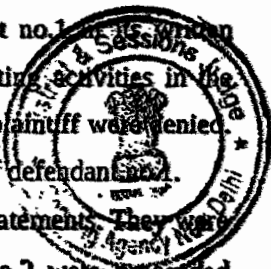
1. This is a suit for permanent injunction which was not contested by defendants, despite being served through summons.
2. Plaintiff, Yashpal Singhal, filed the present case, alleging that he is the sole proprietor of Capital Maintenance Corporation (herein after Corporation). That the said Corporation is engaged in the business of providing maintenance services like security, plumbing, electrical and water supply besides others ancillary operations relating to the running of the operations in the building called New Delhi House, located at 27, Barakhamba Road, New Delhi (hereinafter building in question). That the said corporation had started serving the occupiers/owners of the building in question around 1974. That Corporation invested heavy amount in maintaining the building in question, engaged various workers to do the said task, installed two generators for the upkeep of the electricity of the building and for doing all the aforesaid work it had a cabin in the said building. That the occupiers of the flats in question are charged on pro rata basis as per the area of their flats and at present were charged with overcharge at the rate of Rs.5 per sqr.feet. Common areas of the said building were also maintained by the said corporation. That electricity and water bills of the building in question was also paid by the said corporation. That New Delhi House Flat Owners Association (hereinafter defendant no.1), was formed in 2001 for taking the work of renovation of the building as NDMC had issued notices against the building due to its old structure. Flat owners of the building had contributed funds for taking the issue of renovation of the work. That the aim of the said association was different and distinct from that of Corporation. That V. K. Mehta (hereinafter defendant no.3), K. J. Sangar (hereinafter defendant no.4), S.C.Kaneja (hereinafter defendant no.5) and Ashok Mehta (hereinafter defendant no.6) were only occupiers in the said building and had not purchased any flat in the said building. That the said defendants alongwith Chaman Mahajan (hereinafter defendant no.7), Karan Bagha (hereinafter defendant no.8), Ramesh Sharma (hereinafter defendant no.9) and Sandeep Chaudhary (hereinafter defendant no.10) have formed a front under a deceitful agreement with the builder namely M/s MGM International Pvt. Ltd. and are trying to remove the plaintiff from providing services in the building in independent capacity. That on 6.2.2013 office bearers of defendant had threatened plaintiff to leave the building otherwise he will face dire consequences. That the aforesaid activities of defendants are not in consonance with law and therefore plaintiff has prayed that a decree of perpetual injunction be passed in his favour and against defendants thereby restraining defendants, their agents, supporters/any other




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authorised person from interfering with the activities of maintenance services of plaintiff. Prayer of cost and other consequential relief were also made.

3. After filing of the suit, summons were issued to defendants. Defendant no.1 in his written statement stated that it is defendant no.3 to 8 who were causing disrupting activities in the building without the authority of defendant no.1. Other allegations of the plaintiff were denied. Defendant no.2 in its written statement also replied in tune with the reply of defendant no.1.
4. Except defendant no.1 and 2, none of other defendants filed their written statements. They were proceeded exparte on 21.2.2014. Even defendant no.1 and defendant no.2 were proceeded exparte on 21.2.2014.
5. The net result was that none of the defendants challenged the allegations of plaintiff by cross-examining plaintiff witness.
6. The sole issue in question, in this case was whether plaintiff was entitled for a decree of permanent injunction as prayed by him, against the defendants.
7. Plaintiff on the other hand examined himself as PW1 and reiterated the contents of his claim, in his affidavit Ex.PW1/A. He relied upon documents viz. Site plan Ex. PW1/1, copy of deed of sale of business and assignment of goodwill Ex.PW1/2, copy of the documents of handing over of rights of ownership and interests Ex.PW1/3, copy of order of assessing authority Ex. PW1/4, copy of his pan car Ex. PW1/5, copy of certificate issued by his bank Ex. PW1/6, copy of bills issued to the flat owners EX. PW1/7(colly), copy of electricity bills and pay slips Ex. PW1/8(colly), copies of the correspondence on the issues related to the estate office of the building and maintenance Ex. PW1/9(colly), certified copy of order dated 14.9.2012 Ex.PW1/10, certified copy of the decree passed on 14.2.2013 against defendant no.1 Ex. PW1/11, copy of letter dated 14.2.2013 issued by defendant Ex. PW1/12, chart showing the dues Ex.PW1/13, certified copy of decree passed in favour of plaintiff Ex. PW1/14. Originals of the aforesaid documents were seen and returned by the court.
8. Plaintiff closed his evidence after examining himself and matter was then fixed for judgment after final arguments were heard.
9. Plaintiff through his documents Ex.PW1/2 and Ex.PW1/3, was able to show that he had got the rights of ownership and interest in the Corporation in question. The said documents were legally proved. He also proved his identity on the basis of documents Ex.PW1/4 to Ex.PW1/6 and therefore I had no reason to doubt the bonafidy of plaintiff in appearing in the court with clean hands. He proved the fact that he was issuing bills for maintenance of the building vide Ex.PW1/7, Ex.PW1/8(colly), Ex.PW1/9(colly). He also proved the fact that he was actively




  
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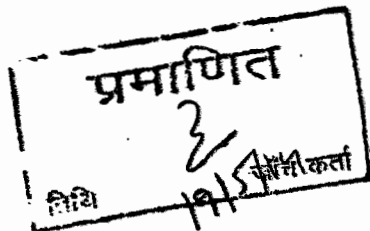


involved in the maintenance of building through dues statement Ex. PW1/3 which indicated that he was in the helms of the things. The net result was aforesaid documents when seen in the light of allegations made by plaintiff, proved that under all probability it was the plaintiff who was maintaining the building in question and he was being paid by the occupants/owners of the said building, with regard to the said maintenance. The said factum, was the ground based on which plaintiff was present in the building. He had therefore a legal right, not be ousted, except in due course of law. He had also a legal right to do his activities of maintaining the building in terms mentioned in the plaint, without interference from anybody including defendants. Therefore plaintiff is entitled for the relief claimed by him. Moreso when the said relief was not challenged by defedants.

10. This suit is accordingly decreed in favour of plaintiff and against defendants and therefore defendants their agents, servants, supporters or any other person acting on behalf of defendats are restrained from interfering in the activites of the plaintiff in providing the maintenance services inside the building New Delhi House, 27, Barakhamba Road, New Delhi. No order as to cost is made. File be consigned to record room after necessary compliance. Decree Sheet be prepared accordingly.

Announced in the open court  
on 12.03.2014

  
(PRASHANT SHARMA)  
ARC/ACJ/CCJ: New Delhi  
Patiala House Courts/12.03.2014



DECREE SHEET FOR SUIT FOR PERMANENT INJUNCTION  
IN THE COURT OF SH. PRASHANT SHARMA: COMMERCIAL CIVIL JUDGE  
PATIALA HOUSE COURTS: NEW DELHI

SUIT NO. 5713



Yash Pal Singhal  
Sole Proprietor,  
M/s Capital Maintenance Corporation,  
Ground Floor Cabin, New Delhi House,  
27, Barakhamba Road,  
New Delhi-110001.

.....Plaintiff

Versus

1. New Delhi House Flat Owners Association (Regd.)  
Through its President,  
Sh. H.M. Prabhakar,  
Flat No. 806, New Delhi House,  
27, Bara Khamba Road, New Delhi.
2. New Delhi House Occupiers Association (Regd.)  
Through its President Sh. B.S. Vedi,  
Flat no. G.F. 2, New Delhi House,  
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3. V.K. Mehta  
Alleged General Secretary of  
Interim Executive Committee  
Flat no. 201, New Delhi House,  
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4. K.J. Sangar,  
Alleged President of Interim Executive Committee  
Flat no. 203, New Delhi House,  
27, Barakhamba Road, New Delhi-110001.
5. S.C. Kaneja,  
Alleged Vice President of Interim Executive Committee  
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7. Ashok Mehta  
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Flat no. 204, New Delhi House,  
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Flat no. 501, New Delhi House,  
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9. Ramesh Sharma.  
Alleged Executive Committee Member of Interim Executive Committee  
Flat no. 502, New Delhi House,  
27, Barakhamba Road, New Delhi-110001.
10. Sandeep Chaudhary,  
Alleged Executive Committee Member of Interim Executive Committee,  
Flat no. 411, New Delhi House,  
27, Barakhamba Road, New Delhi-110001.



.....Defendant

**Claim for : SUIT FOR PERMANENT INJUNCTION.**

Plaint presented on 22.02.2013.

This suit is coming on this day for final disposal before me in the presence of Counsel for Plaintiff and None for defendants.

It is ordered that suit is decreed in favour of plaintiff and against defendants and therefore defendants their agents, servants, supporters or any other person acting on behalf of defendants are restrained from interfering in the activities of the plaintiff in providing the maintenance services inside the building New Delhi House, 27, Barakhamba Road, New Delhi. No order as to cost is made.

Given under my hand and seal of this court on 12.03.2014.

  
(P. ASHANT SHARMA)  
ACJ-CCI-ARC/ Patiala House  
New Delhi: 12.03.2014

Office of the District & Sessions Judge  
Patiala House, New Delhi