

* **HIGH COURT OF DELHI : NEW DELHI**

Judgment reserved on: January 10, 2011
Judgment pronounced on: February 03, 2011

+ **CS (OS) No. 787 Of 2004**

% Harinder Sachdeva ... Plaintiff
Through: Mr. Sanjiv Bahl, Mr. Eklavya Bahl
& Mr. Ajay Shekhar, Advocates.

versus

M/S Indian Overseas Bank ... Defendant
Through: Mr. Parvir K. Jain, Mr. M. P.
Bansal & Mr. Mayank Bansal,
Advocates.

&

CS(OS) No. 34 of 2011

Indian overseas Bank ... Plaintiff
Through: Mr. Parvir K. Jain, Mr. M. P.
Bansal & Mr. Mayank Bansal,
Advocates.

versus

Harinder Sachdeva ... Defendant
Through: Mr. Sanjiv Bahl, Mr. Eklavya Bahl
& Mr. Ajay Shekhar, Advocates.

CORAM:
HON'BLE MR. JUSTICE SUNIL GAUR

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| 1. Whether the Reporters of local papers may be allowed to see the judgment? | } | No. |
| 2. To be referred to Reporter or not? | | |
| 3. Whether the judgment should be reported in the Digest? | | |

SUNIL GAUR, J

1. The recovery of damages of Rupees fifty lacs is sought by Mrs. Harinder Sachdeva from the Indian Overseas Bank

(hereinafter referred to as the 'defendant-Bank'), who in turn has sought to recover Rs.6,68,952.66- from Mrs. Harinder Sachdeva as an outstanding amount towards a loan/ overdraft facility, which was sanctioned in the year 2002. Though the suit for damages was instituted by Mrs. Harinder Sachdeva in this Court but the Bank had filed suit No. 75/2005 for recovery of the aforesaid amount before the District Courts being CS(OS)No. 34/2011 now. Vide order of 15th December, 2010, these two suits stood consolidated and the suit for damages was to be treated as the lead case. Mrs. Harinder Sachdeva is the plaintiff and Indian Overseas Bank is the defendant in the lead case i.e. CS(OS) No. 787 of 2004, in which damages of Rupees fifty lacs have been claimed with a break-up of Rupees forty lacs towards keeping the premises bearing No. 29 Golf Links, New Delhi (hereinafter referred to as the 'suit property') vacant from April, 2002 upto February, 2004. A sum of Rupees fifteen lacs is said to have been spent by the plaintiff upon renovation of the suit property for being leased out to the defendant. A sum of Rupees five lacs is claimed towards expenses incurred on the legal proceedings and on account of mental agony and harassment undergone by the plaintiff upon refusal of the defendant to take the suit premises on lease.

2. Communication of 11th April, 2002 by the defendant to the plaintiff agreeing to take the suit premises on lease is the basis of the claim of the plaintiff for damages. Initially, plaintiff had

applied to the Delhi Development Authority to seek permission for running the banking activity from the suit premises and had also applied for a loan of Rupees five lacs approximately to make the premises suitable for being given to defendant-Bank on rent. Plaintiff claims to have carried out alterations/ renovations/ additions in the suit property as per the requirement of the defendant-Bank. It was learnt by the plaintiff that the permission for carrying out banking activity in the suit premises is to be granted by New Delhi Municipal Council and accordingly, the said permission was sought but when it was not granted, the plaintiff had to file a writ petition in this Court and vide an interim order of 4th November, 2003, plaintiff was permitted to let out the suit premises to the defendant for banking activities and this was promptly conveyed by the plaintiff to the defendant-Bank, who had promised to execute the Lease Deed soon.

3. To the utter shock and surprise of the plaintiff, the defendant-Bank vide communication of 5th December, 2003 had intimated to the plaintiff that since '*No Objection Certificate*' from the concerned authorities to carry out the banking activities in the suit premises had not been produced by the plaintiff before 15th September, 2003, so the defendant-Bank would not take suit premises on rent and will look for an alternative arrangement. Though Legal Notice of 15th December, 2003 of the plaintiff was responded to, by the defendant-Bank on 17th February, 2004, wherein it was asserted that the offer to take the suit premises

on rent stood withdrawn / cancelled as by 15th September, 2003, NOC from NDMC was not furnished.

4. As per the plaintiff, defendant-Bank cannot avoid its contractual obligation/ liability and upon repudiation of the same, plaintiff had suffered huge losses for which defendant-Bank is legally bound to pay damages and due to the aforesaid act and conduct of the defendant-Bank, plaintiff would not be liable to return the aforesaid loan amount and is liable to adjust the same as the amount spent on renovation of the suit property.

5. The stand of the defendant-Bank in its written statement is that it had offered to take the suit property on rent vide letter of 11th April, 2002 on the terms and conditions contained therein and the said offer was accepted by the plaintiff vide communication of 17th April, 2002. In December, 2002, defendant-Bank was informed by the plaintiff that the suit property can be rented out in January, 2003, depending upon suit property being made freehold by Land & Building Development Office. Plaintiff was informed vide letter of 4th February, 2003 that if the possession of the suit property is not handed over to the defendant-Bank by 28th February, 2003 the offer of 11th April, 2002 shall stand cancelled and defendant-Bank would look forward to an alternate accommodation. Plaintiff had sought time up to 15th March, 2003. Again vide letter of 3rd April, 2003, plaintiff had sought one or two month's time. Vide letter of 5th May, 2003, plaintiff had undertaken to hand over the suit

property to the defendant-Bank by 30th May, 2003.

6. On 1st August, 2003 defendant-Bank called upon the plaintiff to produce '*No Objection*' from NDMC for banking operations in the suit property. Plaintiff vide letter of 29th August, 2003 had informed the defendant-Bank that the '*No Objection*' from NDMC was awaited and the response of the defendant-Bank was that if it is not obtained by 15th September, 2003 then the defendant-Bank would be forced to look for alternate premises. Again, plaintiff vide letter of 11th September, 2003 intimated the defendant-Bank that she had approached this Court for directions to the authorities concerned. According to the defendant, there was no concluded contract with the plaintiff, who had not suffered any loss because of the defendant and so, plaintiff's suit deserves dismissal.

7. On the aforesaid pleadings, the Issues framed in the suit for damages, were as under:-

- i. Whether there is any concluded contract for creation of lease in respect of property in question between the party? OPP*
- ii. Whether the plaintiff is entitled to any interest, if so, at what rate and for what period? OPP*

8. At trial, four witnesses had deposed, out of whom the first deposition is of the plaintiff –Mrs. Harinder Sachdeva (PW-1), the second and third witnesses are Mr. Pankaj Kumar (PW-2) and Mr. Nathi Singh (PW-3) who had carried out the alteration/ renovation in the suit property. The last witness is Mr. M. Lakshminarayana

(DW-1) the Principal Officer of the defendant-Bank.

9. As regards the second suit for recovery of Rs.6,68,952.66/- is concerned, the pleadings and the evidence led therein need not be referred to in detail, for the reason that the factum of advancement of loan / temporary overdraft facility of Rs.4,92,622.38/- by the defendant-Bank to the plaintiff is not in dispute. Adjustment of the said amount towards the damages claimed is infact sought. Pertinently, the Issues claimed in defendant's aforesaid suit for recovery [CS(OS) No. 34/2011] were as under:-

- i. Whether suit had been verified, signed and instituted by an authorized person? OPP*
- ii. Whether suit of the plaintiff is liable to be stayed in view of submissions made in Para-1 of the preliminary objections? OPD*
- iii. Whether defendant had suffered losses by spending money on construction and keeping the premises vacant and is thus, entitled to the adjustment of the loan amount? OPD*
- iv. Whether plaintiff is entitled to decree in the sum of Rs.6,68,952.66/- or any other sum? OPP*
- v. Whether plaintiff is entitled to interest @18% p.a. or any other rate? OPP*
- vi. Relief.*

10. The evidence led in this suit of the defendant-bank for recovery is common with the evidence led in the lead case. Infact the submissions advanced in these two matters is also common one.

11. With the assistance of learned Counsel for the parties, the

common evidence led in these two matters has been scrutinized and the submissions advanced by both the sides have been pondered over and thereafter, the finding returned are as hereinafter.

12. Does communication of 11th April, 2002 (EX. P-2) by the defendant-Bank agreeing to take the suit property on lease, subject to Conditions, as contained in the aforesaid Communication, constitutes a concluded contract for creation of a lease in respect of the suit property, is the moot question which falls for consideration. It would be indeed worthwhile to first take note of Clause-12 of the aforesaid Communication of 11th April, 2002, (Ex. P-2) - the so called Agreement, which would have bearing on the conclusive nature of this Agreement. Clause-12 of the Communication/ Agreement (Ex. P-2) reads as under:-

'12. DDA approval to conduct banking activity in the said premises should be obtained and forwarded to us for our records before release of rental advance.'

13. Infact Communication/ Agreement (Ex. P-2) is a sanction for taking the suit property on lease subject to terms and conditions, as contained therein and in particular Clause-12 thereof, as referred to above. A close reading of aforesaid Communication/ Agreement (Ex. P-2) makes it clear that it did not prescribe any time frame for execution of the Lease Deed. However, there are communications (Ex. P-3, Ex.P-6 & Ex. P-9) by the defendant-

bank to the plaintiff regarding handing over of the suit property. Particularly, in Communication of 28th February, 2003 (Ex. P-9), defendant-bank had called upon the plaintiff to hand over the possession of the suit property latest by 15th March, 2003 failing which, this Agreement (Ex. P-2) for handing over the suit property to the defendant-bank for banking purpose, would be treated as cancelled. The response of the plaintiff stands precisely reflected in Communication of 3rd April, 2003 (Ex. P-11) to the defendant-bank. It reads as under:-

'To

3rd April, 2003

*Rita Khurana
Asst. G.M.
Indian Overseas Bank
Golf Links,
New Delhi-110003*

*Dear Madam,
In continuation with my letter dt. 20th march, 2003, I want to state as under:-*

- 1. As you know the premises are lying vacant, you can have possession right now. But since you want the possession of the premises after addition alteration for the purpose of Bank are complete, please allow me one or two months.*
- 2. I can give you the possession of the premises on the 1st June, 2003 or 1st July, 2003 on the condition that you signed Lease Deed with me before I start repair work at my own cost.*

Thanking You

*Yours sincerely
Sd/-
(H. Sachdeva)*

14. In the communication of 14th March, 2003 (Ex. P-10), plaintiff had sought loan of Rupees twenty lacs or six month's advance rent for carrying out the alteration/ addition/ renovation

of the suit property. It is a matter of record that vide letter of 29th May, 2003, Delhi Development Authority had informed the plaintiff that New Delhi Municipal Corporation (NDMC) is to be approached regarding permission for bank operations in the suit property and thereafter, plaintiff had promptly on 5th June, 2003 approached NDMC for the requisite permission. It is only in May-June, 2003, plaintiff had come to know the misuse charges at the rate of two hundred per cent [@200%] is to be paid for doing banking operations from residential area, until and unless '*No Objection Certificate*' is obtained from NDMC.

15. In the aforesaid background, defendant-bank vide Communication of 1st August, 2003 insisted upon the plaintiff to produce '*No Objection*' from NDMC for allowing banking operations from the suit property and thereafter only execution of the Lease Deed and the alterations in the suit premises was to be undertaken. However, before the Communication (Ex. P-16), plaintiff in terms of the Agreement (Ex. P-2) had already undertaken the renovation of the suit property during the period from April, 2002 till the date of this Communication (Ex. P-16) i.e. August, 2003. It so appears from the bills (Ex. PW1/19 & Ex. PW1/20) on record.

16. The crucial Communication is of 29th August, 2003 (Ex. P-20) by the defendant-Bank to the plaintiff, whereby it was expressed in clear terms that there is inordinate delay in obtaining of '*No Objection Certificate*' from NDMC and if the said

'No Objection Certificate' is not obtained by 15th September, 2003, then the defendant-Bank would be forced to look for an alternative premises. This made the plaintiff to seek judicial remedy. It was communicated to the defendant-Bank by the plaintiff on 5th November, 2003 vide letter (Ex. P-21) that this Court vide order of 4th November, 2003, had permitted banking operations in the suit premises. On 7th November, 2003, certified copy of the aforesaid Court order of 4th November, 2003, was dispatched by the plaintiff vide letter (Ex. P-22) to the defendant-Bank. Reminder (Ex. PW1/15) was sent by the plaintiff to the defendant-Bank on 25th November, 2003.

17. Defendant-Bank vide letter of 5th December, 2003 (Ex. P-23) regretted to take the suit premises on lease because *'No Objection Certificate'* was not furnished before 15th September, 2003, the dead line which was fixed by the defendant-Bank vide letter of 29th August, 2003 (Ex. P-20) and the plaintiff had told that the defendant-Bank would be proceeding to make alternate arrangement. Legal Notice (Ex. P-24) was responded to by the defendant-Bank vide reply (Ex. P-25) denying the claim of the plaintiff to any damages while asserting that the breach of the Agreement was by the plaintiff.

18. The aforesaid Communication/ Correspondence between the plaintiff and defendant-Bank, except for the renovation bills is not in dispute. Upon scrutiny of the evidence on record, it becomes abundantly clear that the Agreement (Ex. P-2) was

being acted upon. As early as in July, 2002, vide letter (Ex. P-4) plaintiff had sought loan from the defendant-Bank to carry out the renovation of the suit property and had also applied to DDA and later to NDMC for obtaining the requisite permission for conducting banking operations from the suit property. This took time and even the defendant-Bank had cooperated.

19. It is only in August, 2003, when the importance of '*No Objection Certificate*' was realized and the aspect of misuse charges came to forefront, there was a change in the stand of defendant-Bank, as reflected in letter (Ex. P-16). The change was that first '*No Objection Certificate*' from NDMC be produced and then the Lease Deed would be executed and the alterations in the suit property be made. However, before that, plaintiff had already undertaken the renovation work in the suit premises, that is to say, particularly on the first floor of the suit property i.e. five furnished AC bed rooms with attached bathrooms on the first floor of the suit property were raised to the ground, to convert them into a hall for banking purposes. This was done during the period from April, 2002 to October, 2003, as is claimed by the plaintiff and her witnesses Mr. Pankaj Kumar (PW-2) and Nathi Singh (PW-3) who had carried out the renovation work. As per deposition of Pankaj Kumar (PW-2), the said renovation was done on labour rate basis and the payments of the bill (Ex. PW1/20) was received by him in cash for the renovation work done in the suit premises. To the similar effect, is the deposition of Mr. Nathi

Singh (PW-3) who has claimed that the sanitary work in the suit property was carried out by him, as detailed in Bill (Ex. PW1/19) of which he had already received the payment from the plaintiff.

20. Even defendant's witness M. Lakshminarayana (DW-1) had admitted in the evidence that the suit property was visited in July, 2003 and some addition/ alteration work was carried out by the plaintiff on the first floor of the suit premises as well as on the ground floor also. It transpires from the evidence of the defendant that even the defendant-Bank was waiting for the '*No Objection Certificate*' from the NDMC. It has come in the evidence of the defendant-Bank that the defendant-Bank is paying misuser charges for conducting banking operation from the existing premises and till August, 2008 the defendant-Bank had not taken any alternate premises though there was not sufficient space in the existing premises of the defendant-Bank. It is appreciated that the cross-examination of defendant's witness is in question-answer form. One such relevant question and answer given thereto, merits attention. It is as under:-

"Q: *Are you aware that the defendant-Bank had given instruction to the plaintiff for carrying out some additions and alterations in her property as per the requirements given by the Bank in pursuance to 11.04.2002?*

Ans: *Yes, I am aware."*

21. From the aforesaid question and answer, it becomes amply clear that defendant-Bank that Agreement (P-2) was acted upon by the plaintiff, who had carried out renovation in the suit property. Here, the learned Counsel for defendant-Bank is right in

his submission that in the absence of the site plan of the suit property or its photographs, it is just not possible to conclusively say as to what was the extent of renovation done in the suit property. The Bills (Ex. PW1/19 & Ex. PW1/20) indicating that repair work of about Rupees five lacs was done in the suit property, would not be sufficient to establish the extent of renovation done in the suit property for the reason that the deposition of Pankaj Kumar (PW-2) & Nathi Singh (PW-3) who have deposed in support of these bills lacks substance. For instance, Pankaj Kumar (PW-2) has admitted in evidence that he was not provided with any electrical equipment and the estimate for the expenses incurred on the renovation was verbally given to the plaintiff. Though he claims that the renovation work was done on labour rate basis but he does not disclose what were the labor rate prevailing then nor it has been so indicated in the solitary bill (Ex. PW1/20) of this witness. He does not even have supporting documents to provide authenticity to the bill (Ex PW-1/20).

22. Furthermore, this witness (PW-2) has admitted in evidence that he had not taken any cash memo bill from where he had purchased the material for carrying out electrical renovation work in the suit property. He used to receive payments piece meal but has never kept the record of the same. This is what this witness PW-2 had to say in cross-examination. Ultimately, this witnesses (PW-2) concedes in cross-examination that he does not have any record pertaining to the details to substantiate the bill (Ex.

PW1/20). Nathi Singh (PW-3) has gone a step ahead in disclosing that he had not purchased any sanitary material and it was purchased by the plaintiff. Whereas the plaintiff is silent on this aspect. Even this witness (PW-3) was not given any quotation or drawings to carry out the renovation work and his dealings with the plaintiff were all oral. He claims to have done the renovation work on the instructions of the plaintiff. The deposition of these two witnesses (PW-2 & PW-3) gets greatly diminished as they have admitted that they do not know who had prepared their evidence by way of affidavits and on whose instructions the same were prepared. In such a situation, it would be hazardous to implicitly rely upon their depositions or the bills (Ex. PW-1/19 & Ex. PW1/20).

23. So there remains solitary evidence of the plaintiff, who has just placed on record copies of Income Tax Returns but has not taken care to prove her income tax returns to indicate the expenses incurred on the renovation of the suit property. Even the Plaintiff has not precisely stated in evidence as to how much is the renovation expenses shown in income tax returns nor it can be so deciphered therefrom. However, fortunately for the plaintiff, the afore-referred communication between the parties on record and in particular communication (Ex. P-12) disclosing to the defendant-Bank that the suit premises is being renovated as per the specification of the defendant-Bank and there being no rebuttal to it, does establish that the plaintiff had carried out

some renovations in the suit property. Infact, there is an admission in this regard by the defendant in the evidence, as already referred to above.

24. In the light of the aforesaid, it can be safely concluded that there was a valid and a subsisting agreement (Ex. P-2) between the parties and execution of the Lease Deed was just consequential to its due performance. Now what is required to be determined is as to who had breached this Agreement (EX P-2).

25. According to the defendant-Bank, this Agreement (Ex. P-2) was breached by the plaintiff who could not obtain '*No Objection Certificate*' from NDMC despite sufficient opportunity provided to the plaintiff to do so. The dead line fixed by the defendant-Bank vide communication (Ex. P-20) for obtaining *No Objection Certificate*' from NDMC was 15th September, 2003. This was done with a purpose. Vide letter (Ex. P-20) it was made clear to the plaintiff that if the '*No Objection Certificate*' is not furnished by the aforesaid date, then defendant-bank would be forced to look for an alternate premises. Infact, the defaulting party was NDMC who had neither granted nor refused permission for banking operation from the suit premises. After receipt of communication (Ex P-20), plaintiff had no option except to seek judicial remedy which she did by filing a writ petition. The material discloser made in this regard by the plaintiff to the defendant-bank is contained in Para-3 of the communication (Ex. P-19) which was received by the defendant-bank before the dead line i.e. on 11th

September, 2003. Para-3 thereof reads as under:-

“3. The writ petition was filed by me and the same got admitted on 9th Sept. 03 since the Delhi High Court is closed during the month of October.03. The next date of hearing is 4th Nov. 03. It is likely to be decided on the same day. The photocopy of the writ petition is enclosed herewith for your ready reference.

Under these circumstances you are requested to bear with me for one month more, as you have been cooperating with me for the last one year.”

26. Not only to this communication (Ex P-19) but even to the subsequent communication of the plaintiff (Ex. P-21 & Ex. P-22) conveying the order of 4th November, 2003 of this Court permitting banking operations from the suit premises were received by the defendant-bank but were responded to after deliberations i.e. on 5th December, 2003 vide letter (Ex. P-23) whereby it was simply conveyed to the plaintiff that since the ‘No Objection Certificate’ was not produced before the dead line i.e. before 15th September, 2003, therefore, the suit property cannot be taken on rent. It is true that it has come in the evidence of the defendant-Bank that even as late as August, 2008, no alternate premises were taken by the defendant-bank who was paying misuse charges for conducting banking operations from the suit property but it provides no justification to the plaintiff to keep defendant-Bank indefinitely waiting and merely on the strength of

interim order, Lease Deed could not have been executed. It would not have been advisable to do so. The stand of the defendant-bank cannot be said to be unreasonable. When the plaintiff with difficulty through judicial intervention could obtain permission for conducting banking activity from the suit property, then the defendant –Bank backed out by taking a legally justified plea of plaintiff failing to produce '*No Objection Certificate*' from NDMC. The defendant-bank cannot be faulted with for refusing to execute the Lease Deed, especially when the Court order of 4th November, 2003 permitting banking activity from the suit property was purely interim order. Thus, it becomes abundantly clear that there was no breach of Agreement (Ex. P-2) by the defendant-Bank, who was well with its right to refuse to perform its part of the agreement as the deadline of 15th September, 2003 was not met by the plaintiff. Especially when the requirement of '*No Objection Certificate*' from NDMC was not fulfilled by the plaintiff and so, the defendant-Bank is not liable to pay exemplary damages.

27. Strictly speaking, the liability of the defendant-bank to pay the damages would arise only after the Court order of 4th November, 2003 was communicated to the defendant-Bank vide communication of 5th November, 2003 (Ex. P-21) due to failure to inform plaintiff about its decision vide letter of 5th December, 2003 (Ex. P-23) promptly. The rental for the suit property as per Agreement (Ex. P-2) was fixed a little above Rupees two lacs per

month and since the defendant-Bank had taken a month's time to communicate its unwillingness to take the suit property on lease, therefore, the defendant-Bank is liable to pay damages of Rupees Two lacs for the period from 5th November, 2003 till 5th December, 2003 for compelling the plaintiff to keep the suit property vacant in spite of there being Court permission to conduct the banking operation from the suit property.

28. Plaintiff has claimed Rupees fifteen lacs as the amount spent on renovation of the suit property but has failed to substantiate even the claim of Rupees five lacs. However, keeping in view the fact that five AC rooms on the first floor of the suit property were razed to the ground and that the entire first floor was converted into a big hall and for doing so plaintiff had incurred expenses, which in any case, would not be less than Rs.50,000/-. Therefore, plaintiff is legitimately entitled to recover the said amount of Rs.50,000/- from the defendant-Bank. So far as incurring of legal expenses to the tune of Rupees five lacs by the plaintiff is concerned, the same appears to be on the higher side. However, the litigation expenses from the year 2004 till the year 2010 can be reasonably said to be at least Rupees one lac.

29. In the light of the aforesaid, the first composite Issue in the suit for damages stands answered by holding that plaintiff is entitled to recover damages of Rs.3,50,000/- in all from the defendant-Bank. Second consequential Issue is of entitlement of rate of interest and from which period. In the light of the

evidence on record, it is indeed found to be reasonable to grant interest @8% from the date of reply to Legal Notice i.e. from 17th February 2004 till realization. Both the Issues in the suit for damages stand accordingly answered.

30. In the suit for recovery, at the instance of defendant-Bank against plaintiff, pertaining to overdraft facility of Rs.4,92,622.38-, it is found from the deposition of the bank witness that this suit has been duly instituted on the strength of Power of Attorney (Ex.PW1/1) and the plaint is also duly signed and verified by the authorized person i.e. Mr. M. Lakshminarayan (PW-1). So, it is held that bank's suit for recovery is duly instituted. The second Issue in the suit for recovery, of the proceedings herein being stayed due to pendency of the suit of the plaintiff no longer survives for consideration and is rightly not pressed by learned Counsel for the parties. The third Issue claiming set off/ adjustment of the suit amount of Rs.6,68,952.66- against the claim of damages does not survive for consideration as it has been already held that the defendant-Bank was not responsible for keeping the suit premises vacant, except for one month, for which damages of Rupees two lacs have been awarded. Since the set off has not been pleaded nor the same could not have been pleaded because the determination of the damages has taken place now only, therefore, claim of Mrs. Harinder Sachdeva for set off/ adjustment cannot be granted. This Issue is accordingly answered.

31. As regards the entitlement of Indian Overseas Bank to the overdraft amount of Rs.4,92,622.38, the same stands admitted by Mrs. Harinder Sachdeva in her communication of 22nd September, 2003 (Ex. DW1/X2) with the Indian Overseas Bank. The Statement of Account (EX. PW1/2) supports the bank's claim for the suit amount of Rs.6,68,952.66/- and there is no worthwhile challenge to the same by Mrs. Harinder Sachdeva. Accordingly, it is held that Indian Overseas Bank is entitled to recover the suit amount of Rs.6,68,952.66/- from Mrs. Harinder Sachdeva with interest at the rate of eight per cent (8% p.a) from the date of institution of the suit, till realization.

Relief

32. Consequential upon the findings returned as aforesaid, CS(OS) No. 787 of 2004 by Mrs. Harinder Sachdeva stands decreed with proportionate costs against Indian Overseas Bank for a sum of Rs.3,50,000/- with interest at the rate of 8% p.a. from 17th February 2004, till realization and CS(OS) No. 34 of 2011 is decreed with costs against Mrs. Harinder Sachdeva for a sum of Rs.6,68,952.66/- with interest @ 8% from the date of institution of the suit, till realization. Decree sheets be accordingly drawn.

33. Both the suits stand accordingly disposed of.

Sunil Gaur, J

February 03, 2011
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