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* IN THE HIGH COURT OF DELHI AT NEW DELHI
+ CS(OS) No. 1432/2011

SUBHASH ARORA

..... Plaintiff

Through Mr. Mohit Chaudhary with Mr. Aritra
Das, Advs.

versus

M/S KANDHARI INFRASTRUCTURE PVT

LTD

..... Defendant

Through Mr. Kanwal Chaudhary, Adv. for D-1.
Mr. Satvik Varma, Adv. for D-2.

CORAM:

HON'BLE MR. JUSTICE KAILASH GAMBHIR

ORDER

% 10.10.2012

**I.A. No. 13730/2012 (U/O 1 Rule 10 read with Order VI Rule 17 and
Section 151 CPC) & CS(OS) No. 1432/2011**

By this application moved under Order 1 Rule 10 read with Order VI
Rule 17 and Section 151 CPC the plaintiff seeks impleadment of M/s
Kangra Valley Developers Pvt. Ltd. as defendant No. 2. Mr. Satvik Varma,
counsel appears for the proposed defendant M/s Kangra Valley Developers

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Pvt. Ltd. and submits that the impleadment of M/s Kangra Valley Developers Pvt. Ltd. may not be necessary considering the fact that plaintiff and defendant have reached an amicable settlement. Counsel also submits that in any case, in the light of the said settlement arrived at between the plaintiff and defendant, proposed defendant will not enforce its right based on the agreement to sell dated 28th May, 2011 as against the plaintiff with regard to the subject property. Mr. Kanwal Chaudhary, Advocate for the defendant no. 1 submits that there are certain obligations arising between the plaintiff and the proposed defendant in terms of the agreement to sell dated 28th May, 2011 and in terms of which defendant would require to clear the said obligations qua the proposed defendant after the payment of Rs. 7 crores, is made by the plaintiff. Counsel also submits that the said agreement to sell would lose its efficacy in the light of the said settlement arrived at between the parties. Counsel thus takes the position that in view of the settlement arrived at between the plaintiff and defendant, the impleadment of the proposed defendant in the present case is necessary.

I have heard learned counsel for the parties.

The plaintiff has filed the present suit to seek specific performance of the contract based on the agreement to sell dated 3rd May, 2010. In the terms

of the said agreement to sell the defendant had agreed to sell the subject property in favour of the plaintiff for a total sale consideration amount of Rs. 24,50,00,000/- and against the said sale consideration amount the plaintiff had already paid an amount of Rs. 2 crores on 3.5.2010 and balance amount of Rs. 22,50,00,000/- was left to be paid by the plaintiff. The parties have now agreed that the entire balance amount of Rs. 22,50,00,000/- shall be paid by the plaintiff with first payment of Rs. 7 crores on or before 25.11.2012 and the remaining amount of Rs. 15.5 crores on or before 10th December, 2012. The parties further submit that defendant has agreed to deposit the title deeds of the property with this Court well before the said date i.e. 25th November, 2012 and the plaintiff, on being satisfied with the deposit of the title deeds by the defendant, shall directly make the payment of Rs. 7 crores to the defendant. The balance payment of Rs. 15.5 crores shall be made by the plaintiff at the time of the execution of the sale deed before the Office of the Sub-Registrar and at the same time the defendant shall also hand over peaceful vacant possession of the subject property to the plaintiff. After the execution of the sale deed by the defendant in favour of the plaintiff, the plaintiff will be entitled to seek release of the title documents deposited by the defendant with this Court. The parties have also

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agreed that in the event of failure of the plaintiff to pay the said amount as has been agreed upon then the defendant shall be entitled to forfeit the earnest amount of Rs. 2 crores.

Counsels appearing for the parties state that they have received full instructions to settle this matter in accordance with the aforesaid terms. Counsels further submit that none of the parties shall deviate from the terms of the said settlement and the same shall be fully binding on all the parties. Suit filed by the plaintiff is accordingly disposed of in terms of the above settlement.

Half of the Court fee amount is now refunded back to the plaintiff in terms of Section 16A of the Court Fee Act in the light of the said out of Court settlement arrived at between the parties.



KAILASH GAMBHIR, J

OCTOBER 10, 2012

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From JA 20632/12 - 10 ofc. - ?

Disposed of
matter