

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

Reserved on: 11.07.2013

Pronounced on: 29.07.2013

+ CS(OS) 2589/2011

DEVINDER SINGH Plaintiff

Through Mr. Vijay Kr. Gupta with Mr. Mohit
Gupta and Mr. Sandeep Kaushik,
Advocates

Versus

VIRENDER ARAN Defendant

Through Mr. Karnail Singh and Ms. Snigdha,
Advocates

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

JAYANT NATH, J.

1. The plaintiff has filed the present Suit seeking Specific Performance of the Agreement to Sell dated 4.3.2011 with respect to property bearing Flat No. C-8/54-A, Keshav Puram, Delhi-110035.
2. The plaintiff in the plaint contends that by an Agreement dated 4.3.2011 the defendant agreed to sell the said property with freehold rights of the land under the property for consideration of Rs.29,50,000/-. At the time of the Agreement the plaintiff is stated to have made an advance payment of Rs.3 lacs and a receipt to the said effect was executed by the defendant. The balance amount of Rs.26,50,000/- was agreed to be paid by the plaintiff to the defendant on or before 5.6.2011, the date of completion of the transaction. It is averred in the plaint that immediately after execution of the

Agreement to Sell dated 4.3.2011 the price of the properties started escalating in Delhi including the price of the suit property. Hence, it is stated that the defendant sought to wriggle out of the transaction and wrote a letter dated 24th May, 2011 where it was stated that the mother of the defendant was suffering from cancer and that when the mother was informed about the sale she became emotional. Hence, it is further stated in the letter that on 10.3.2011 the defendant had requested the plaintiff to take back the advance payment of Rs.3 lacs and that the plaintiff had agreed to consider the same. The defendant stated that due to the said circumstances he was unable to sell the flat. The plaintiff has his reply to the said letter on 31.5.2011 denied the contentions of any oral discussions. It was stated in the letter that the plaintiff is waiting for sale deed after paying the balance payment of Rs.26,50,000/-. It is further averred that the plaintiff has always been ready and willing to perform his part of the contract. It is stated that the plaintiff had got bank drafts of Rs.26,50,000/- prepared in the name of the defendant on 4.6.2011. The said demand drafts were arranged by Shri Rajneesh Sharma from his joint Accounts. It is further stated that on 5.6.2011 which was a Sunday, the plaintiff again requested the defendant to receive the balance consideration in the Office of Sub-Registrar the next day and that the plaintiff also went to the Office of Sub-Registrar on 6.6.2011 and marked his presence there but to no effect. The plaintiff vide letter dated 6.6.2011 informed the defendant that he was present in the Office of Sub-Registrar on 6.6.2011 with the balance amount in the form of Bank drafts. On the basis of the above averment the present suit has been filed seeking a

decree of Specific Performance.

3. The defendant has entered appearance and filed his written statement. The defendant has stated in his Written Statement that his financial condition was not well on account of expenses in the treatment of his mother and it was due to this that the defendant decided to sell the only dwelling house in the name of the defendant. It is stated that prior to the Agreement to Sell the defendant met the plaintiff through one neighbour and the plaintiff showed all his sympathy and agreed that in case the defendant wants to cancel the deal then the plaintiff would not have any objection and the defendant should simply return the advance payment. This arrangement was worked out with the plaintiff as defendant had apprehension that his mother may not agree to the sale of the said flat and in her ailing condition the defendant would not be able to say no to her wishes. Based on the said assurance of the plaintiff it is stated that the defendant agreed to execute the Agreement dated 4.3.2011. It is further stated that when the Agreement was disclosed to the ailing mother by the defendant she got upset and could not be controlled by the defendant and the defendant promised his mother that the deal may be cancelled as already informed to the plaintiff. It is further averred in the written statement that pursuant to the said development the defendant had met the plaintiff on 10.3.2011 and apprised the plaintiff about the feeling of the mother and on the said request the plaintiff agreed and stated that the advance given may be returned as per defendant's convenience, though the defendant was ready and willing to return the amount on the same day. It is further averred that the plaintiff is

not a bona fide purchaser of the flat and has not been able to arrange from the balance sale consideration. It is further stated that the money has been arranged to the immediate neighbour of the defendant who has agreed to pay some hefty amount and that is why the plaintiff has become dishonest.

4. Hence, the submissions of the defendant is that the Agreement dated 4.3.2011 was firstly cancelled on 10.3.2011 then vide letter dated 24.5.2011 and reply dated 3.6.2011.
5. Based on the above averments the issues were framed on 31.7.2012.

The issues read as follows:-

1. Whether the plaintiff is entitled to claim a decree for specific performance of the agreement to sell dated 4.3.2011? OPP.
2. Whether the defendant could lawfully cancel the agreement to sell dated 4.3.2011? OPD.
3. Whether the plaintiff was ready and willing to fulfil his part of obligation in terms of the agreement to sell dated 4.3.2011? OPP.

I will take up the issue No.3 first which reads as follows:-

- 3 Whether the plaintiff was ready and willing to fulfil his part of obligation in terms of the agreement to sell dated 4.3.2011? OPP.”

6. Reference may be had to relevant portion of Section 16 of the Specific Reliefs Act which reads as follows:

“16. Personal bars to relief. – Specific performance of a contract cannot be enforced in favour of a person –

***”

(c) who fails to aver and prove that he has performed or has

always been ready and willing to perform the essential terms of the contract which are to be performed by him, other than terms the performance of which has been prevented or waived by the defendant.

Explanation.- For the purposes of clause (c),-

- (i) where a contract involves the payment of money, it is not essential for the plaintiff to actually tender to the defendant or to deposit in court any money except when so directed by the court;
- (ii) the plaintiff must aver performance of, or readiness and willingness to perform, the contract according to its true construction.

It is indisputable that in a suit for specific performance of contract, the plaintiff must establish his readiness and willingness to perform his part of the contract. The question as to whether the onus which is on the plaintiff is discharged or not will depend upon facts and circumstances of each case.

In ***JP Builders v. A. Ramadas Rao, (2011) 1 SCC 429***, the Hon'ble Supreme Court interpreted the term/words "Ready and willing" in para 22. The Court has held as under:

"The words "Ready" and "Willing" imply that the person was prepared to carry out the terms of the contract. The distinction between "Readiness" and "Willingness" is that the former refers to financial capacity and the latter to the conduct of the plaintiff wanting performance. Generally, readiness is backed by willingness.

Similarly, reference may be had to the judgment of the Supreme Court in the case of ***N.P. Thirugnanam v. Dr. R. Jagan Mohan Rao (1995) 5 SCC 115*** where it was held as follows:

“5. ...Section 16(c) of the Act envisages that plaintiff must plead and prove that he had performed or has always been ready and willing to perform the essential terms of the contract which are to be performed by him, other than those terms the performance of which has been prevented or waived by the defendant. The continuous readiness and willingness on the part of the plaintiff is a condition precedent to grant the relief of specific performance. This circumstance is material and relevant and is required to be considered by the court while granting or refusing to grant the relief. If the plaintiff fails to either aver or prove the same, he must fail. To adjudge whether the plaintiff is ready and willing to perform his part of the contract, the court must take into consideration the conduct of the plaintiff prior and subsequent to the filing of the suit along with other attending circumstances. The amount of consideration which he has to pay to the defendant must of necessity be proved to be available. Right from the date of the execution till date of the decree he must prove that he is ready and has always been willing to perform his part of the contract. As stated, the factum of his readiness and willingness to perform his part of the contract is to be adjudged with reference to the conduct of the party and the attending circumstances. The court may infer from the facts and circumstances whether the plaintiff was always ready and willing to perform his part of the contract.”

7. The plaintiff has placed on record his evidence by way of Affidavit where he has reiterated the contentions raised in the Plaint. He has also filed the Affidavit of Mr.Rajneesh Sharma who is the neighbour of the defendant. The said Mr.Rajneesh Sharma has stated in his evidence that the entire balance consideration of Rs.26,50,000/- was arranged by him out of his joint accounts with Karur Vysya Bank, Lawrence Road, Delhi, State Bank of India, Lawrence Road, Delhi

and HDFC Bank, Lawrence Road, Delhi and that the pay orders were encashed as defendant had backed out from the said transaction. Similarly, the defendant has filed an affidavit by way of evidence where he has again reiterated the contents of his written statement.

8. Learned counsel for the plaintiff has submitted that the plaintiffs were ready and willing to perform his part of the contract. He has submitted that the defendant does not dispute the execution of the Agreement to Sell dated 4.3.2011 Ex.PW1/1. He submits that it was the defendant who first wrote a communication dated 24.5.2011 Ex.PW1/2 where he categorically submitted that he would not go ahead with the transaction. Learned counsel also relies upon the evidence of PW2 Mr.Rajneesh Sharma who has explained that he had arranged the sum of Rs.26,50,000/- by way of Pay Orders. He submits that in terms of the Agreement to Sell Ex.PW1/1 Clause 1, the defendant was obliged to execute and get registered the proper sale deed in favour of the plaintiff or his nominee or any other person as per instructions of the plaintiff. He submits that the plaintiff is in the business of property dealing and had nominated Mr.Rajneesh Sharma in whose favour the sale documents had to be executed. Hence, it is submitted that the defendant had on his own backed out of the transaction. The necessary funds were available with the plaintiff in view of the un rebutted evidence of Mr.Rajneesh Sharma PW 2. He further submits that by order dated 17.10.2011 this Court had noted the submission of the plaintiff that the plaintiff shall deposit the balance consideration of Rs.26,50,000 by way of FDR in the name of Registrar General of this Court. It is submitted that pursuant to the

said undertaking the FDR has been filed and the said amount is lying deposited in this Court. In view of the above, learned counsel for the plaintiff submits that necessary funds were always available with the plaintiff. The plaintiff has always been ready and willing to perform his part of the contract. It was the defendant who has backed out as his evident from the letter written by the defendant on 24th May, 2011 and the stand of the defendant in the written statement.

9. On the other hand, learned counsel for the defendant has submitted that the plaintiff is a property broker and the defendant is a bona fide citizen and that this is the only residential property in his name. He has reiterated his contention that the plaintiff has agreed before signing of Agreement to Sell dated 4.3.2011 that in case the mother of the defendant does not agree to the transaction, he would be entitled to resile from the Agreement on refund of the advance amount. It is submitted that even if for some reason this Court holds that the Agreement to Sell dated 4.3.2000 was not modified by the oral agreement between the parties, this Court should not exercise discretion in favour of the plaintiff in view of the circumstances of the defendant.
10. Learned counsel for the defendant further submits that Clause 5 of the Agreement to Sell dated 4.3.2011 provides that in case the first party, namely, the defendant refuses to sell the property then the defendant shall be liable to pay double of earnest money to the second party, namely, the plaintiff. In view of the said clause in the agreement to sell it is submitted that the plaintiff would not be entitled to any decree of Specific Performance and can claim only damages as

stipulated in the said Clause of the Agreement.

11. As far as the issue of readiness of the plaintiff to perform the contract is concerned it is obvious that the plaintiff was possessed of sufficient funds. Mr. Rajneesh Sharma PW 2 has categorically in his evidence stated that he had organised necessary funds and prepared demand drafts for 26,50,000/- and the same were ready for completion of the transaction on 6.6.2011. Photocopies of the demand drafts have been placed on record. In the cross-examination there is no question put to him by the defendant regarding availability of funds. The balance consideration also stands deposited in this Court pursuant to Order dated 17.10.2011. Hence, it is obvious that the necessary funds were available with the plaintiff.
12. The only issue raised by the defendant is as to the connection between Rajneesh Sharma and the plaintiff. Clause 1 of the Agreement to Sell reads as follows:-

“1. That the entire consideration amount of the said property under sale and transfer is fixed between the parties at Rs.29,50,000/- (Rupees Twenty Nine Lac Fifty Thousand only) out of which the first party has received Rs.3,00,000/- (Rupees Three Lac only) in cash on dated 04.03.2011, as a earnest money/Bayana from the second party, prior to the execution of this agreement, first party both hereby receipt of the same, and the balance amount of Rs.26,50,000/- (Rupees Twenty Six Lac Fifty Thousand only) shall be paid by the second party to the first party on or before 05.06.2011, and at the same time of receiving the full and final payment against the said property under sale and transfer the first party shall execute and get register the proper sale deed/relevant documents in favour of the second party and his/her nominee/s or any other persons as per instructions of the second party at his/her cost and expenses

also will hand over the all original documents.”

13. In view of the above, clearly the plaintiff had a right to nominate another person and the Sale Deed was to be executed by the defendant in favour of the said nominee. In view of the said provisions of the Agreement and the fact that the plaintiff had nominated Mr. Rajneesh Sharma, the objections of the defendant about Mr. Rajneesh Sharma having arranged the funds and that hence the plaintiff cannot plead availability of funds, is a submission without any merits and the same is rejected. Hence, I hold that the plaintiff was ready to perform the transaction.
14. As far as the willingness of the plaintiff to perform the contract is concerned, it is the stand of the defendant himself that he had backed out of the Agreement to Sell in a meeting that was held on 10.3.2011 and that the plaintiff had agreed to the defendant backing out. The argument of the defendant is that the Agreement to Sell dated 4.3.2011 was executed with an assurance of the plaintiff that in case the mother of the defendant did not agree, the transaction need not be gone into. Hence, the arrangement that was worked out in the meeting on 10.3.2011.
15. The contention of the defendant cannot be accepted. The defendant has failed to show any reliable evidence wherefrom it can be inferred that the parties had agreed to modify the terms of Agreement dated 4.3.2011. The first time that the defendant suggested that there was some oral understanding to the said effect was when he wrote letter dated 24.5.2011 where he referred to some understanding on

10.3.2011. This submission of the defendant was immediately denied by the plaintiff when the plaintiff sent legal notice dated 31.5.2011 (PW1/3) and subsequent correspondence i.e. letter sent on 9.6.2011 (Ex.PW1/6. These letters have been proved by the plaintiff. In fact defendant admits receipt of legal notice dated 31.5.2011. These letters show that the plaintiff has denied any oral agreement, at the earliest opportunity about any oral arrangement. There is no cogent evidence to show that there was any novation of Agreement in terms of Section 62 of the Indian Contract Act, 1872. Even otherwise, the oral evidence that is sought to be led by the defendant to prove that apart from the terms of the Agreement dated 04.03.2011, certain other terms were also agreed to by the parties which permitted the defendant to give a go bye to the agreement, is inadmissible under Section 92 of the Indian Evidence Act. The defendant has failed to prove that the terms of the Agreement to Sell dated 4.3.2011 have been modified or changed.

16. Even otherwise, it is noteworthy that the defendant has still not refunded the advance payment received by him along with Agreement to Sell dated 4.3.2011 of the sum of Rs.3 lacs. It is admitted by the defendant in his cross-examination held on 22.1.2013 where he clearly states that he has not returned or repaid the earnest money received by him though in the cross-examination he states that he verbally told the plaintiff to take the earnest money back. He further states that he had sent the pay order dated 3.6.2011 through his counsel by courier. No details are provided where and how the counsel tendered pay order allegedly dated 3.6.2011 to the plaintiff.

The admitted fact is that plaintiff has not received the advance payment. Non-refund of the earnest money by the defendant also shows that the submission of the defendant that the agreement dated 04.03.2011 was not to be acted upon is false.

17. In view of the above, it follows that defendant backed out without any basis. The plaintiff has been following up for making the payment for registration of the Sale Deed. Hence, the plaintiff has successfully proved that he was willing to perform the transaction.

18. Hence, I hold that the plaintiff has been ready and willing to fulfil his part of obligation in terms of Agreement to Sell dated 4.3.2011. I hold accordingly.

19. The second issue is as under:-

2. “Whether the defendant could lawfully cancel the agreement to sell dated 4.3.2011? “

As far as the said issue is concerned in view of my findings on issue No.3 above, I hold that there is no lawful cancellation of Agreement to Sell dated 4.3.2011 by the defendant.

20. I will now deal with the last issue, namely, issue No.1 which reads as under:-

1. “Whether the plaintiff is entitled to claim a decree for specific performance of the agreement to sell dated 4.3.2011? OPP.”

21. Learned counsel for the defendant made two submissions as to why discretion should not be exercised by this Court for granting specific relief. Firstly, in terms of Clause 5 of the Agreement to Sell, it is stated that the plaintiff can claim damages in the form of double the

earnest money in case the defendant does not perform the contract. Hence, it is submitted that in view of the said stipulation in the Agreement to Sell, the question of permitting specific performance of the Agreement does not arise. The second submission that is made by the learned counsel for the defendant is that the plaintiff is a property dealer. It is submitted that the present house which is subject matter of the present Suit is the residence of the defendant. Hence, any decree of specific performance in favour of the plaintiff would cause undue hardship to the defendant inasmuch as he would have to hunt for alternative accommodation which in the present scenario may be very difficult for the defendant. On this ground, it is submitted that this Court should not exercise discretion in granting a decree of specific performance.

22. Learned counsel appearing for the plaintiff, however, relies on ***Manzoor Ahmed Magray versus Gautam Hassan Aram and others***, AIR 2000 SC 191 to submit that merely because the Agreement to Sell provides for a damage on the defendant for violation of the terms and conditions of the Agreement, a decree of specific performance cannot be denied.

23. In the above context, reference may be had to Section 20 of The Specific Relief Act, 1963 which reads as under:-

20. Discretion as to decreeing specific performance.-

(1) The jurisdiction to decree specific performance is discretionary, and the court is not bound to grant such relief merely because it is lawful to do so; but the discretion of the court is not arbitrary but sound and reasonable, guided by judicial principles and capable of correction by a court of appeal.

(2) The following are cases in which the court may properly exercise discretion not to decree specific performance:-

- a) Where the terms of the contract or the conduct of the parties at the time of entering into the contract or the other circumstances under which the contract was entered into are such that the contract, though not voidable, gives the plaintiff an unfair advantage over the defendant; or
- b) Where the performance of the contract would involve some hardship on the defendant which he did not foresee, whereas its non-performance would involve no such hardship on the plaintiff; or
- c) Where the defendant entered into the contract under circumstances which though not rendering the contract voidable, makes it inequitable to enforce specific performance.

24. As far as the first submission of learned counsel for defendant is concerned the same cannot be accepted in view of the judgment of the Hon'ble Supreme Court in the case of *Man Kaur versus Hartar Singh Sangha*, (2010) 10 SCC 512. The Hon'ble Supreme Court in the said judgment held that it is not necessary that the contract should contain a specific provision that in the event of breach the aggrieved party will be entitled to seek specific performance. If the legal requirements for specific performance are made out, specific performance can be enforced. In para 29 the Court gave three specific illustrations as to when a decree for specific performance ought to be granted or ought not to be granted. Said para 29 reads as follows:-

“29. We may attempt to clarify the position by the following illustrations (not exhaustive):

- (A) The agreement of sale provides that in the event of breach by the vendor, the purchaser shall be entitled to an amount equivalent to the earnest money as damages. The agreement is silent as to specific performance. In such a case,

the agreement indicates that the sum was named only for the purpose of securing performance of the contract. Even if there is no provision in the contract for specific performance, the court can direct specific performance by the vendor, if breach is established. But the court has the option, as per Section 21 of the Act, to award damages, if it comes to the conclusion that it is not a fit case for granting specific performance.

(B) The agreement provides that in the event of the vendor failing to execute a sale deed, the purchaser will not be entitled for specific performance but will only be entitled for return of the earnest money and/or payment of a sum named as liquidated damages. As the intention of the parties to bar specific performance of the contract and provide only for damages in the event of breach, is clearly expressed, the court may not grant specific performance, but can award liquidated damages and refund of earnest money.

(C) The agreement of sale provides that in the event of breach by either party the purchaser will be entitled to specific performance, but the party in breach will have the option, instead of performing the contract, to pay a named amount as liquidated damages to the aggrieved party and on such payment, the aggrieved party shall not be entitled to specific performance. In such a case, the purchaser will not be entitled to specific performance, as the terms of the contract give the party in default an option of paying money in lieu of specific performance.”

25. We may now see Clause 5 of the Agreement to Sell. The said clause 5 of the Agreement to Sell reads as follows:-

“5. That if the first party refuses to sell the said property within stipulated period as mentioned above then the first party shall be liable to pay the earnest money as double to the second party, in case if the second party refuses to

purchase the said property within same time then her/his earnest money shall be forfeited by the first party and after it the first party shall have full right to resell the said property to any person at any rate.

26. In view of the terminology used in Clause 5 it is akin to illustration (A) as given in para 29 of the aforesaid judgment of ***Man Kaur (supra)***. The Agreement being silent as to the issue of specific performance, hence the Court would have powers to direct specific performance of the Agreement to Sell.
27. The judgment relied upon by the learned counsel for the plaintiff, namely, in the case of ***Manzoor Ahmed Magray (supra)*** also supports the contention of the plaintiff. In that case also the clause in the Agreement stipulated a penalty for securing the performance of the contract. It was held that the clause would not imply that the contract is not to be performed. In view thereof there is no merit in the first submission of the counsel for the plaintiff that in view of Clause 5 of the Agreement to Sell this Court cannot grant a decree of specific performance to the plaintiff. The Agreement to Sell does not debar the plaintiff from seeking specific performance of the Agreement.
28. Now, coming to the second submission of the defendant. This court specifically asked the learned counsel for the defendant when he was submitting regarding hardship of the defendant, as to whether he can show any specific case law to support his contention. The learned counsel was unable to show any case law on the point. However, reference may be had to some of the reported judgments. In ***Baijnath versus Kshetrahari Sarkar and others***, AIR 1955 CALCUTTA 210

the Court held the argument that the performance of the contract involves hardship on the defendant as he would have to vacate his own house and it would not be possible for him to secure alternate house would be no ground to decline a decree of specific performance. Relevant portion of para 27 of the judgment reads as under:-

27.....I am not inclined to agree with this view taken by the Trial Court. According to that Court the performance of the contract would involve serious hardship on the defendant as he would have to vacate his own house and it would not be possible for him to secure another house within a reasonable rent. In my judgment, the Trial Court has not properly appreciated the question of hardship. If the claim of the plaintiff were otherwise tenable I would not have rejected it simply on the ground of hardship to the defendant, because he negotiated with a lease of the entire premises, including the building, with eyes open and knowing fully the consequences of such a lease and the hardship was one which must have been foreseen by him before carrying on the negotiations.

Reference may also be had to the judgment of *Yohannan and another versus Harikrishnan Nair*, AIR 1992 KERALA 49. The Kerala High Court rejected the contention of the appellant that they were staying in the house mentioned in the plaint and hardship would be caused to the appellant if the contract is enforced. Relevant portion of para 25 reads as follows:-

25.....The counsel for appellant has not pointed how the Appellants case would come within the ambit of clauses (a) to (c) of sub-sec. (2) (Section 20(2)(a) to Section 20 (2)(c) of the Specific Relief Act). Counsel for the appellants however

contended that the appellants are staying in the house in the plaint schedule property and that hardship would be caused to the appellant if the contract is enforced. It cannot be found that such hardship was not foreseen when the contract was entered so as to bring the case within the ambit of Clause (b).....

29. In the context of grant of specific performance reference may also be had to the observations made by the Hon'ble Supreme Court in the case of ***Rajeshwari versus Puran Indoria***, (2005) 7 SCC 60 where in para 5 the following observations have been recorded:-

“5. Normally, a suit for specific performance of an agreement for sale of immovable property involves the question whether the plaintiff was ready and willing to perform his part of the contract in terms of Section 16 of the Specific Relief Act, whether it was a case for exercise of discretion by the court to decree specific performance in terms of Section 20 of the Specific Relief Act and whether there were laches on the part of the plaintiff in approaching the court to enforce specific performance of the contract. In some cases, a question of limitation may also arise in the context of Article 54 of the Limitation Act on the terms of the agreement for sale. Other questions like the genuineness of the agreement, abandoning of the right to specific performance, a novation and so on, may also arise in some cases. No doubt, a finding on the three primary aspects indicated earlier would depend upon the appreciation of the pleadings and the evidence in the case in the light of the surrounding circumstances.....”

30. Keeping in view the above legal position, it is clear that the submissions of learned counsel for the defendant that hardship would be caused to the defendant if he had to vacate the suit property is

contention without merits. Similar contentions have already been rejected by the Calcutta High Court and Kerala High Court. Apart from the above contention, there is no other submission made which would affect the exercise of discretion by this Court while granting specific performance in favour of the plaintiff. Hence, on Issue No.1, I hold that the plaintiff is entitled to claim a decree of specific performance of the Agreement to Sell dated 04.03.2011.

31. In view of the above, the present suit is decreed with costs. Decree of specific performance is granted in favour of the plaintiff and against the defendant. The defendant is directed to execute the sale deed in favour of the plaintiff with respect to suit property No.C-8/54A, Lawrence Road, Keshav Puram, Delhi-35 in the office of concerned Sub Registrar and thereafter once a sale deed has been completed the Registrar General of this Court shall release the amount of Rs.26,50,000/- deposited by the plaintiff in the Court along with any accumulated interest.

JAYANT NATH, J

JULY 29, 2013

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