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

% *Date of decision : 19th September, 2014*

+ **CS(OS) 67/2007**

KISHOR KUMAR Plaintiff
Through: Mr.Sanjeev Narula and Mr.Ajay Kalra,
Advocates

versus

MANOJ KUMAR Defendant
Through

CORAM:

HON'BLE MR. JUSTICE G.S.SISTANI

G.S.SISTANI, J. (ORAL)

1. Present suit has been filed by the plaintiff for recovery of Rs.35,83,704 alongwith pendent lite and future interest @ 24% p.a. Summons in the suit were issued to the defendant on 02.02.2007, 29.03.2007 and 11.05.2007. Counsel for the defendant entered appearance on 17.08.2007. Defendant filed his written statement on 03.12.2007 and plaintiff filed replication on 22.01.2008. Pleadings in the matter were completed on 31.03.2008 and issues were framed on 06.05.2008. Plaintiff filed an application under Order 8 Rule 16 CPC for recording evidence of father of the parties, Sh.Viresh Ram and the same was allowed. Cross-examination of Sh.Viresh Ram(PW1) was concluded on 23.08.2008. Mr.Kishor Kumar (PW2) tendered his examination-in-chief vide **Ex.PW1/A** on 20.01.2009. Cross-examination of PW2, Mr.Kishor Kumar was concluded on 06.05.2010. Another witness Smt.Sheela Kumari (PW3), being sister of the parties tendered her examination-in-chief vide **Ex.PW3/A** and was cross-examined on 09.11.2010.

2. Summoned witnesses, Mr. N.K.Gaur (PW4) and Mr.P.K. Gupta (PW5) were examined and discharged on 09.03.2011. Another summoned witness, Mohd. Imraan (PW6) was examined and discharged on 24.08.2011. On 15.07.2013, counsel for defendant submitted that he was not receiving any instructions from the defendant and he intended to issue notice to defendant for withdrawing his vakalatnama. Wife of plaintiff Ms.Sarita Lall (PW7), also tendered her examination-in-chief on evidence on 03.05.2014. None appeared for the defendant on 19.12.2013, 27.03.2014, 03.05.2014, 28.05.2014 and on 15.09.2014, consequently defendant was proceeded ex parte vide order dated 15.09.2014.
3. Plaintiff, Sh.Kishor Kumar (PW2), has filed his affidavit by way of evidence and the same has been exhibited as **Ex.PW2/A**. He has deposed in his affidavit that he is an Engineer by profession and is presently employed at Commonwealth Bank of Australia as Network Engineer. He shifted to Australia in the year 1991 and for the past many years he has been employed and living in Australia. Further, PW2 has filed the present suit through Sh.Amitabh Prasad s/o late Sh.B.S. Prasad, r/o D-3/3060, Vasant Kunj, New Delhi and has executed a General Power of Attorney dated 30.10.2006. The General Power of Attorney dated 30.10.2006 bears the signature of PW2 at point 'A'. The vakalatnama and the present suit has been signed and verified by the Power of Attorney, Shri Amitabh Prasad. He has also deposed that he can identify the signature of Shri Amitabh Prasad as he has seen him signing and writing and has received letters from him, which bears his signature. True copy of the General Power of Attorney dated 30.10.2006 has been exhibited as **Ex. PW2/1**.
4. PW2 has also deposed that the defendant is his brother and son of Shri Viresh Ram and Smt. Urmila Devi. The parents of the parties are old and

are living in India at Chatra, Jharkhand. The father of the parties, Shri Viresh Ram is a retired Gram Panchayat Supervisor and lives on Jharkhand government pension. He is suffering from heart and kidney disease and is living with help of a pacemaker. The mother of the parties, Smt. Urmila Devi, is a housewife. She lost her left hand completely in an accident and is disabled since the year 1985. The three younger sisters of the parties namely Sheela Kumari, Mridula Kumari and Manjula Kumari are all married and are living with their husbands at Patna (Bihar), Hazaribag (Jharkhand) and Ranchi (Jharkhand) respectively. Further, PW2 regularly sent monies to his parents for their maintenance and household requirements. The sisters of the parties took personal care of the parents in the absence of any active care from defendant or his family members.

5. PW2 has further deposed that the defendant is B.Sc. graduate from Ranchi University and holds a Post Graduate Diploma in Information Technology. The wife of the defendant has never actively looked for employment except on few occasions. He has also deposed that the defendant has never contributed financially for the parents and does not send any money to the parents and is grossly neglecting them and has refused to maintain them. In fact, the defendant and his wife are harassing the parents and the Defendant has exerted undue pressure on the parents and coerced the father to give him the pension received by the father of the parties.
6. PW2 has next deposed that during his visit to India on 25.06.1995, the defendant approached him and advised and requested him to lend sizeable amount of money, so that the defendant would safely invest the same in immovable properties in India, as the appreciation of properties at that

time was quite phenomenal. The defendant assured and promised PW2 that on sale of the immovable property (ies) purchased with the money lent by PW2 to him, he would repay the monies lent alongwith handsome returns. It was thus agreed that on appreciation in the real estate market or in case of need of PW2, the defendant would sell the property, with the consent of PW2 and return the loan amount and would also give 75% of the profits/returns from the sale of the properties to PW2. He has also deposed that he agreed to the said proposal after consulting his parents and sisters, who also advised him that such an arrangement of lending money to the defendant for buying immovable properties would work out smoothly and that the defendant would keep his promise. Accordingly PW2 and the defendant entered into the agreement in above terms on 28.06.1995 at Chatra in the presence of their parents and sisters Smt. Sheela Kumari, Smt. Mridula Kumari and Smt. Manjula Kumari, who witnessed the same.

7. Further, apart from returning the principal amount along with the 75% of the profits/appreciation earned on disposing of the immovable property(ies), the defendant also assured PW2 that till such time the immovable property(ies) are sold, they would fetch handsome rentals without any hassles and that the 75% of the rentals earned from property(ies) bought by the defendant by utilizing the moneys loaned by PW2 to him, would be paid to PW2. Having been lured and carried away by the assurances made by the defendant, PW2, blindly and without the slightest suspicion of the things, sent the following monies to the defendant/his agents as per defendant's instructions vide electronic money transfer:-

Sl. No.	Date of Remittance by me to the Defendant	Sent / Credited vide EFT to the Account No.	Name of the Bank	Amount (Rs.)
1.	27.12.1996	01SBP 75 28100 c/o N. A. Sheshadri	ANZ, GK-I, New Delhi	1,00,000/-
2.	23.04.1997	-	- do -	2,09,404/-
3.	22.10.1997	A/c 01 SMP 3536900 C/o Manoj Kumar	- do -	2,24,000/-
4.	24.02.1998	A/c 01 SMP 3536900 C/o Manoj Kumar		25,614/-
5.	- do -	-	- do -	2,20,000/-
6.	06.07.1998	- do -	- do -	95,000/-
7.	06.04.1999	- do -	- do -	9,000/-
8.	27.07.1999	- do -	- do	1,60,000/-
9.	02.11.1999	- do -	- do -	54,686/-
10.	11.07.2000	- do -	- do -	1,00,000/-
11.	14.07.2000	- do -	- do -	60,000/-
12.	31.10.2000	- do -	- do -	2,06,000/-
13.	24.07.2003	- do -	- do -	20,000/-
Total				14,83,704/-

The original telegraphic transfer receipts dated 27.12.1996, 23.04.1997, 22.10.1997, 24.02.1998, 06.04.1999, 27.07.1999, 02.11.1999, 11.07.2000, 14.07.2000 and 31.10.2000 have been exhibited as **Ex.PW2/2** to **Ex.PW2/11**, respectively.

8. PW2 has also deposed that apart from the aforesaid amount of Rs.14,83,704/- sent by him through electronic money transfer to the defendant/his agents as loan, PW1 has also, during all visits to India over the last 17 years, given monies amounting to Rs. 1,50,000/- as loan, to the defendant. This amount was / is also treated as loan by the defendant.
9. PW2 has further deposed that the defendant invested the aforesaid amounts lent by PW2 in purchase of an immovable property at Dwarka i.e. Flat No. 68, Sector 12, Pocket 3, Dwarka, New Delhi 110 075 on hire purchase basis at a total cost of Rs. 12 Lakhs. The defendant intimated to PW2 over phone, sometime in the year 1996 that initially payment required was Rs.8,80,000/- and further payment would be required at the time of delivery of the possession. The copy of the letter dated 20.02.1997 issued by the Delhi Development Authority has been exhibited as **Ex.PW2/12**. The copy of the Challan No.098160 issued by the Delhi Development Authority in favour of the defendant has been exhibited as **Ex.PW2/13**.
10. PW2 has next deposed that the first installment of the aforesaid flat was paid by the defendant sometime in April 1997 and after payment of all the installments, the property was transferred in the name of the defendant sometime in the year 1998-1999. In this regard, PW2 has placed on record alongwith list of documents, the emails and letters sent by the defendant, wherein the defendant clearly and unequivocally agreed that the monies sent by PW2 to him have been invested in purchase of the above referred property and that he would repay the loan amount with 75% on the profits/ returns when the said property is sold, as agreed between the parties. The original letters dated 30.09.1998, 12.06.1999, 22.10.1999, 21.12.1999, 13.01.2004 and two more letters without any date sent by the

defendant to PW2 have been exhibited as **Ex.PW2/14** to **Ex.PW2/20**, respectively.

11. PW2, Sh.Kishor Kumar, has also deposed that the Defendant sent to him various e-mails from his e-mail id and the said e-mails dated 21.04.1997, emails of year 1999, 19.04.2005, 12.05.2005, 18.05.2005, 26.07.2005, 24.08.2005, 17.11.2005, 18.11.2005, 20.11.2005, 24.11.2005, 27.11.2005, 29.11.2005, 30.11.2005, 02.12.2005, 06.12.2005, 08.12.2005, 10.12.2005, 21.12.2005, 31.12.2005, 13.01.2006, 19.01.2006, 29.01.2006, 02.02.2006, 03.02.2006, 05.02.2006, 06.02.2006, 06.02.2006, 27.02.2006, 03.03.2006, 31.03.2006, 01.04.2006, 03.04.2006, 04.04.2006, 26.07.2006, 28.07.2006 and 02.08.2006 have been exhibited as **Ex.PW2/21** to **Ex.PW2/57**, respectively.
12. PW2 has further deposed that the defendant later on sometime in June 1999 started suggesting/assuring PW2 that instead of disposing of the aforesaid property and repaying the principal amount as also share of appreciation amount, the defendant instead would transfer the property at Dwarka in the favor of PW2. The defendant requested that in such a case PW2 would pay the defendant a share in the profit of the property on the sale of the property. In this regard PW2 followed up for 3 weeks with the defendant with phone calls and via emails, but no steps were taken by the defendant for the transfer of the property. Sensing something amiss, PW2 called up his parents to know about the status of the monies lent to the defendant. The parents of the parties were also not happy about the way the defendant was behaving with them. They informed PW2 that life style of the defendant has become lavish and that he is merrily spending money sent by PW2 without even caring for them.

13. PW2 has also deposed that the defendant and his wife consistently refused to live with parents of the parties at Chatra, Jharkhand considering it below their dignity to live in Jharkhand State. Thereafter, the parents and one of the sisters of the parties shifted to Delhi to live with the defendant in 2005. PW2 also visited India in March 2006 for settling his parents. Within a span of 2 months, the defendant and his wife made the living condition so worse that the sister of the parties with her 3 year old daughter had to leave Delhi. Later the parents of the parties, at the first opportunity, along with elder sister's daughter decided to leave Delhi. It was too difficult for the heart patient father and mother with serious disability to live with the defendant. The defendant and his wife have systematically driven out the parents from Delhi, so that they could sell the aforesaid immovable properties, without notice to anyone.
14. PW2 has next deposed that on 21.06.2006, he came to know from his parents that the defendant had disposed the property at Dwarka. The defendant also refused to divulge any detail to the parents and this prompted PW2 to visit India on 28.06.2006, which involved two weeks of personal leave and travel cost of approximately 2 Lakhs. PW2 met defendant on 30.06.2006 and came to know from his parents that on 21.06.2006, the defendant had disposed of the said property at Dwarka for Rs.40,00,000/- (Rupees Forty Lacs Only). Thereafter, when PW2 contacted the defendant over phone, defendant initially gave vague and evasive answers saying that he would inform about the status of the flat after sometime. Ultimately, the defendant accepted the fact that the said flat at Dwarka has been disposed of for Rs.40,00,000/-.
15. Further, on hearing the news that the defendant has sold the property at Dwarka, PW2 kept sending emails to the defendant between 24.07.2006

to 14.08.2006, asking the defendant about the amount of sale proceeds received by him and further requesting him to repay the loan taken from PW2 along with share of appreciation earned by selling the said property. The defendant in his emails dated 21.07.2006, 24.07.2006 and 13.08.2006, has agreed and accepted the fact that the property at Dwarka was bought out of the moneys lent to him by PW2 but, he failed to divulge in any details with regard to the sale of the said property and further refused to repay the loan along with the profits earned thereon. The emails dated 21.07.2006, 24.07.2006 and 13.08.2006 sent by the defendant have been exhibited as **Ex.PW2/58** to **Ex.PW2/60**, respectively.

16. PW2 has also deposed that the defendant, instead of repaying the said loan amount and share of appreciation/profit of the property at Dwarka, has misappropriated the monies and converted them to his own personal use by investing the same in purchase of two properties, one at Jamshedpur and another at Kundli, the details of which are given below.

Sl. No.	Description of the property	Date of Purchase/ Date of Execution of the Sale Deed / Date of allotment	Estimated Value of the property	Remarks
1.	The property at Kundli is under construction, the detail with regard to its address is not immediately available.	Sale Deed is yet to be executed.	Rs.20,00,000/-	This property has just been booked. The same is still under construction.
2.	No. 242, Diamond Block, Golden	Not known to the Plaintiff.	Rs.15,00,000/-	

	Town, Sonari, Jamshedpur 831011			
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17. PW2 has further deposed that the receipt dated 20.09.2005 and letter dated 27.03.2006 issued by Omaxe Construction Ltd. in favour of Shri Rahul Kumar Harjani owner of the property bearing no. 824 at Kundli from whom the defendant has purchased the said property have been exhibited as **Ex.PW2/61** to **Ex.PW2/62**, respectively. The copy of the allotment application has been exhibited as **Ex.PW2/63**. The affidavit of Shri Rahul Harjani has been exhibited as **Ex.PW2/64**. The letter dated 02.07.2002 issued by the Office of the Income Tax Officer in favour of Shri Rahul Harjani has been exhibited as **Ex.PW2/65**. The copy of the identity card issued by Election Commission of India in favour of Shri Rahul Harjani has been exhibited as **Ex.PW2/66**. The copy of the Affidavit-cum-undertaking-cum-indemnity and affidavit of the defendant has been exhibited as **Ex.PW2/67** and **Ex.PW2/68**, respectively.
18. PW2 has next deposed that the loan amount lent to the defendant is Rs.14,83,704/ and the property at Dwarka was sold for Rs.40 Lakhs. Therefore, the total profit on the sale is Rs.28 Lakhs. Share of PW2 in profits is Rs.21 Lakhs. The defendant is liable to pay a sum of Rs.35,83,704/- towards repayment of the money lent including the share of PW2 in the appreciation/profits from the sale of property at Dwarka. Defendant has earned interest by illegally withholding the aforesaid amount. Therefore, PW2 has claimed interest at the rate of 24% per annum on the aforesaid amount of Rs.35,83,704/- from the date of sale of property in question till realization of the same.
19. Plaintiff has also filed affidavits by way of evidence of Sh.Viresh Ram (PW1), father of the parties herein and Smt.Sheela Kumari (PW3), sister

of the parties and their affidavits have been exhibited as **Ex.PW1/A** and **Ex.PW3/A**, respectively. PW1 and PW3 have deposed on the lines of PW1.

20. Plaintiff has further filed affidavit by way of evidence of Mrs.Sarita Lall (PW7), wife of the plaintiff herein and the same has been exhibited as **Ex.PW7/A**. She has deposed in her affidavit that the money was given by her husband i.e. the plaintiff herein, to the defendant by demand draft sent vide lodgment document date 22.10.1991 in the name and address of Ms.Madhumita Saha, as the defendant did not have any permanent address at that time. The said document bears the signatures of Mr.Manab Barat, friend of her husband. It has also been deposed that she can identify his signatures, as she is conversant with signatures and have seen him signing and writing, The lodgment document alongwith bank receipt have been exhibited as **Ex.PW7/1 (Colly)**.
21. PW7 has also deposed that her husband also transferred money to the defendant through lodgment document registered post dated 03.03.1992 with respect to the Bank Draft of INR 19,156/-; lodgment document dated 16.06.1992 (alongwith bank receipt with respect to the Bank Draft of INR 18,900/-); lodgment document dated 05.08.1992 (alongwith bank receipt with respect to the Bank Draft of INR 10,329/-); lodgment document dated 20.03.1993 with respect to the Bank Draft of INR 22,000/-; lodgment document dated 12.07.1993 with respect to the Bank Draft of INR 20,000/- and two cheques for INR 10,000/-; slip dated 01.11.1993 (alongwith bank receipt with respect to the Bank Draft of INR 40,000/-); lodgment document dated 24.10.1994 with respect to the Bank Draft of INR 22,674/-; lodgment document dated 23.12.1994 (alongwith bank receipt with respect to the Bank Draft of INR 1,19,040/-); lodgment

document dated 20.08.1996 for bank draft of INR 27,079/-. All the aforesaid documents bear signatures of her husband i.e. plaintiff, that she can identify and the same have been exhibited as **Ex.PW7/2** to **Ex.PW2/10**, respectively.

22. PW7 has further deposed that the money was also paid by her husband to the defendant through telegraphic transfer. The telegraphic transfer receipt dated 06.06.1995 with respect to transfer of INR 75,000/-; receipt dated 23.04.1997 with respect to transfer of INR 2,09,404.70; receipt dated 22.10.1997 with respect to transfer of INR 2,24,000/- and receipt dated 29.04.1998 with respect to transfer of INR 2,20,000/-. All the aforesaid documents bear signatures of the defendant. It has also been deposed that PW7 can identify the signatures of the defendant, as she is well conversant with the handwriting and signatures of the defendant and have seen him signing and writing. The aforesaid documents have been exhibited as **Ex.PW7/11** to **Ex.PW7/14**, respectively.
23. Further, the telegraphic transfer of money to the defendant was also made by PW7 on behalf of her husband. The telegraphic receipt dated 06.07.1998 with respect to transfer of INR 95,000/- bears the signatures of PW7 and the same has been exhibited as **Ex.PW7/15**. The telegraphic transfer was also done by her husband on 06.04.1999 in favour of the defendant for INR 9,000/-. The same bears the signatures of her husband and has been exhibited as **Ex.PW7/16**.
24. PW7 has also deposed that her husband also made payment in the name of his father Sh.Viresh Ram vide Lodgment document Registered post dated 19.11.1991 (alongwith bank receipt with respect to the Bank Draft of INR 19,909/-); Lodgment document dated 06.05.1992 (alongwith bank receipt with respect to the Bank Draft of INR 10,000/-); Lodgment document

dated 16.08.1993 (alongwith bank receipt with respect to the Bank Draft of INR 1,0405/-); Lodgment document dated 23.03.1994 (alongwith bank receipt with respect to the Bank Draft of INR 1,09,520/-); Lodgment document dated 24.10.1994 (alongwith bank receipt with respect to the Bank Draft of INR 22,674/-); Lodgment document dated 08.02.1995 (alongwith bank receipt with respect to the Bank Draft of INR 57,000/-); Lodgment document dated 08.05.1995 with respect to the Bank Draft of INR 34,213/-; Lodgment document dated 06.11.1995 with respect to the Bank Draft of INR 12,629.50/-; Lodgment document dated 17.06.1996 (alongwith bank receipt with respect to the Bank Draft of INR 11,700/-); Lodgment document dated 12.07.1996 (alongwith bank receipt with respect to the Bank Draft of INR 27,830/-). All the aforesaid documents bear signatures of her husband i.e. plaintiff. The documents have exhibited as **Ex.PW7/17** to **Ex.PW7/26**, respectively. It has also been deposed that the husband of PW7 also sent a demand draft in favour of his father Sh.Viresh Ram vide Original customer advice dated 01.02.2000 (alongwith copy of Bank Draft of INR 26,800/- dated 01.02.2000). The said customer advice has been exhibited as **Ex.PW7/27**, Payment was also made vide demand draft No. 878461185 for INR 95,000/-, drawn on Westpac Banking Corporation. The copy of the customer advice alongwith demand draft has been marked as **Mark-A**. Further payment was also made by Sh. Kishor Kumar to Smt. Urmila Devi (mother of defendant) vide draft No. 878463157 dated 24.08.2001 for INR 71,331/-. The original customer advice dated 24.08.2001 has been exhibited as **Ex.PW7/28**.

25. PW7 has further deposed that the defendant has written letters to PW7 and her husband. It has also been deposed that she is well conversant with the handwriting of the defendant and can identify his handwriting and

signatures. The letter dated 01.08.1992 is in the handwriting of the defendant and bears his signatures and the same has been exhibited as **Ex.PW7/29**. Likewise letter dated 04.08.1993 is also written by the defendant and the same has been exhibited as **Ex.PW7/30**. An e-mail dated 21.04.1997 was sent by the defendant from his registered email id. to the plaintiff. Copy of the e-mail has been exhibited as **Ex.PW7/31**. Original undated two letters in the handwriting of the defendant sent to the husband of PW7 (alongwith envelopes), have been exhibited as **Ex.PW7/32** to **Ex.PW7/35**, respectively. It has also been deposed that the defendant's wife Smt.Anjana Kumari also sent a letter 13.11.1998 to PW7 and her husband. The said letter has been written and signed by Smt.Anjana Kumari. PW7 can identify her handwriting and signatures, as she has seen her signing and writing. The said letter alongwith the greetings have been exhibited as **Ex.PW7/36 (Colly)**. The envelope enclosing the aforesaid letter has been exhibited as **Ex.PW7/37**.

26. PW7 has next deposed that the original letters/aerograms dated 14.04.1998 (alongwith envelope), 26.10.1998 (alongwith envelope), 02.03.1999 (alongwith envelope), 27.09.1999, 18.11.1999, 10.12.1999, 19.12.1999 (alongwith envelope), 31.12.1999 (alongwith envelope), 01.02.2000, 24.08.2000, 04.10.2000, 24.04.2000 (alongwith envelope), 07.11.2000 (alongwith envelope), original undated letter (on the letterhead of Marketscope) written by the defendant to the husband of PW7; letters dated 15.05.2001 (alongwith envelope), 24.09.2001 (alongwith envelope) and 12.08.2002 (alongwith envelope) sent by the defendant to the husband of PW7/PW7, are in his handwriting and signed by him. The aforesaid letters and envelopes have been exhibited as **Ex.PW7/38** to **Ex.PW/64**, respectively. The office copy of the letter dated 18.12.2000 sent by Sh.Kishor Kumar to Standard & Chartered Grindlays

Bank, New Delhi bears the signatures of the husband of PW7 and the same has been exhibited as **Ex.PW7/65**.

27. In the present case the cause of action arose on 21.06.2006 when the property in question was disposed off by the defendant and since the property in question is situated in Dwarka, New Delhi, this court has territorial jurisdiction to try the present suit.
28. I have heard counsel for the plaintiff and carefully perused the affidavits by way of evidence and the documents filed therewith. The evidence of plaintiff has gone unchallenged and un-rebutted.
28. On the basis of the documents placed on record, the plaintiff has been able to prove that at the request of the defendant, the plaintiff lent Rs.14,83,704/- to the defendant for purchasing the property i.e. Flat no.68, Sector 12, Pocket 3, Dwarka, New Delhi. The said property was purchased by the defendant on hire purchase basis at a total cost of Rs.12 Lacs. The plaintiff has also been able to establish that the defendant agreed to repay the loan amount to the plaintiff with 75% on the profits/returns after the sale of the said property. Plaintiff has further been able to establish that the defendant has sold the said property for Rs.40.00 lakhs, without the consent of the plaintiff and without repaying the loan amount together with the share of the profits as agreed between the parties, and purchased two properties, one in Jamshedpur and other at Kundli. Plaintiff has also been able to establish that the defendant misappropriated the funds of the plaintiff for his own benefit, which in turn has caused loss to the plaintiff.
29. Having regard to the facts that the loan amount given by the plaintiff to the defendant was Rs.14,83,704/-; the property at Dwarka was purchased by the defendant for Rs.12 lacs, which property was sold by the defendant

for Rs.40 lacs without the consent of the plaintiff. The defendant has failed to repay the loan amount together with profit as promised by the defendant, and instead the defendant purchased two more properties; and also the fact that the total profit earned by the defendant on the sale of the Dwarka flat is Rs.28 lacs, out of which the share of plaintiff is Rs.21 lacs (i.e. 75%), present suit is allowed. Defendant is liable to pay Rs.35,83,704/- to the plaintiff.

30. In view of the above, plaintiff has been able to establish the case for grant of decree as prayer for in the plaint. Therefore the present suit is decreed in favor of the plaintiff and against the defendant. Further, the defendant shall pay Rs.35,83,704 to the plaintiff alongwith pendent lite and future interest @ 10% p.a. from the date of filing of the suit till realization.
31. Decree sheet be drawn up accordingly.

(G.S.SISTANI)
JUDGE

SEPTEMBER 19, 2014
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