

IN THE HIGH COURT OF DELHI AT NEW DELHI

CS (OS) 1994 of 2012

WEALTH ESTATE PVT LTD. Plaintiff

Through: Mr. Jayant K. Mehta with
Ms. Roopa Dayal, Advocates

versus

K CHANDRA & ANR Defendants

Through: Mr. Jayant Tripathi with
Mr. Arjun Mitra, Advocates

CORAM: JUSTICE S. MURALIDHAR

ORDER
25.10.2013

IA Nos. 16607-10 of 2013, 12267, 16333 and 22285 of 2012

1. Before dealing with the applications, the background events may be noted.

2. The present suit has been filed by Wealth Estate Pvt. Ltd. ('WEPL') against K. Chandra (Defendant No. 1) and Madras Finvest Pvt. Ltd. (Defendant No. 2) for recovery of vacant possession of the property at A-32, Diplomatic Enclave Extension, Co-operative Housing Building Society Limited, Westend Colony, New Delhi (hereafter referred to as 'the suit property') from Defendant No. 2.

3. An Agreement to Sell was executed on 10th September 2009 between Defendant No.2 and SICPA India Private Limited ('SICPA') whereby

Defendant No. 2 agreed to sell to SICPA the suit property for a total consideration of Rs. 55 crores.

4. The recitals in the Agreement to Sell stated that Defendant No. 2 was the sole and absolute owner of the suit property and had mortgaged it in favour of the Bank of India ('BoI') on account of certain credit facilities extended to another company, Mascon Global Limited (MGL) and as on 31st July 2009 a sum of Rs. 31,08,72,842 was payable by MGL to BoI. The recitals further stated that an agreement was entered into between the parties that SICPA would pay off the outstanding amount of Rs. 32 crores to BoI and that would be adjusted against the sale consideration.

5. The recitals noted that the suit property had been given on lease to Defendant No. 1 through Defendant No. 2 under a rent deed dated 14th October 2008 which had already expired on 28th February 2009 and Defendant No. 1 was occupying the premises on a month to month tenancy. The recitals further stated that it had been agreed between the parties that Defendant No. 1 would execute a license agreement for another eleven months with Defendant No. 2 as well as SICPA and that a confirmation to this agreement by Defendant No. 1 by a letter dated 5th September 2009 had duly been given.

6. The agreement listed out the manner in which the payment would be made by SICPA to Defendant No. 2 and that simultaneous with the payment of the balance sale consideration, the Defendant No. 2 will hand over physical, vacant, lawful, peaceful possession of the suit property to SICPA.

The sale deed was to be executed within twelve months of the date of the agreement.

7. Under Clause 3(v), the balance sale consideration of Rs. 7 crores was to be paid on the happening of last of the following events provided that they happened within twelve months from the date of the agreement:

- (a) Receipt by SICPA of a letter from the Mortgagee Bank confirming no dues against the Said Credit Facilities;
- (b) Form 17 for the satisfaction of charge of the Mortgagee Bank over the said Property for the Said Credit Facilities duly filed by MFPL and an acknowledgment of such filing is received by SICPA;
- (c) Receipt by SICPA of a sale deed duly executed and registered by MFPL for the conveyance/sale/demise of the said Property in favour of the SICPA (the “Sale Deed”) along with lawful, peaceful, vacant and physical possession of the said Property.

8. Under Clause 8 of the Agreement, it was recorded that the Defendant No. 2 would have no objection if SICPA transfers its right, title and interest in favour of any third party. However, it was agreed that such right would accrue only after expiry of twelve months after the Agreement. Defendant No. 2 undertook that “it shall abide by the transfer contemplated in this clause and shall complete the transaction contemplated herein in favour of any such transferee/third party in whose favour SICPA transfers the right, title and interest arising out of this agreement as if such transferee/third

party has replaced SICPA in this agreement/GPA/any other document executed for giving effect to this agreement”. The disputes arising out of the Agreement were agreed to be referred to arbitration under the Arbitration and Conciliation Act, 1996 (‘Act’).

9. On 18th September 2009 a leave and license agreement (L&L Agreement) was entered into between Defendant No. 2 (described as the ‘Licensor’) and Defendant No. 2 (described as the ‘Licensee’) and SICPA (described as the ‘Confirming Party’). The L&L Agreement commenced on 18th September 2009 and ended on 17th August 2010, both days inclusive. Clause 2 (a) stated that the licensee, i.e., Defendant No. 1 shall pay to the Licensor, i.e., Defendant No. 2 till the execution and registration of the sale deed and thereafter to the confirming party, i.e., SICPA a monthly license fee of Rs. 50,000 per month subject to the deduction of tax at source. Under Clause 5 (a), the Licensee agreed that the license was granted only for temporary use of the licensed premises for residential use. Under Clause 10 (a), upon expiry of the term of the license, the Licensor was to refund a security deposit to the licensee after any lawful deduction, as provided for in the L&L Agreement. Under the Clause 10 (c), it was stated that in the event the Licensee failed to remove the furniture and other articles from the licensed premises and handover the vacant premises to Licensor/the Confirming Party, then the Licensee would have to pay a sum of Rs. 5 lakhs for each day of the unauthorised use and occupation by way of liquidated damages and in that event the security deposit would be deducted and the balance amount returned to the Licensee upon the premises being vacated.

10. Defendant No. 1 failed to vacate the suit property and sought time till 15th January 2011. When he did not vacate the suit property even by that date, SICPA's lawyers sent him a letter dated 29th January 2011 calling upon him to vacate the suit property. On 10th November 2011 Defendant No.1 wrote to Defendant No. 2 referring to the L&L Agreement dated 18th September 2009 and requested that he be granted further extension to stay in the suit property till 31st March 2012. A copy of the said letter was marked to SICPA.

11. In the meanwhile on 25th November 2011, WEPL was incorporated. On 14th January 2012, a public notice was issued by WEPL announcing that SICPA had entered into an Agreement to Sell dated 10th September 2009 with Defendant No. 2; that WEPL was a wholly owned subsidiary of SICPA and WEPL was in the process of entering into an Agreement to Sell with Defendant No. 2 in respect of the suit property as per the terms of the said Agreement to Sell.

12. On 1st February 2012, a sale deed was executed and registered whereby Defendant No. 2 transferred to WEPL the title and ownership of the suit property. The recitals in the registered sale deed expressly referred to the Agreement to Sell dated 10th September 2009; the fact that the WEPL was a wholly owned subsidiary of SICPA and had been appointed by the SICPA as its nominee and had decided to get the suit property transferred in the name of WEPL and that Defendant No. 2 had already received a sum of Rs. 48 crores as part sale consideration at the time of the execution of the Agreement to Sell.

13. Clause 1 of the sale deed set out the manner in which the sum of Rs. 48 crores had already been paid by Defendant No. 2. Clause 2 stated that it was agreed between SICPA and Defendant No. 2 that the sum of Rs. 48 crores paid by SICPA would bear a fixed interest till Defendant No. 2 executed and registered the sale deed and handed over the possession of the suit property. If such interest was not paid, it would be adjusted against the balance sale consideration of Rs. 7 crores payable by SICPA to Defendant No. 2 at the time of the execution of the sale deed, and that as on the date of the sale deed a part of the interest of Rs. 7 crores thereof stood adjusted towards the balance sale consideration. Consequently, it was stated in para 3 of the sale deed that in the above manner the entire sale consideration had been paid by the Plaintiff to Defendant No. 2 and that the Defendant No. 2 “duly admits and acknowledges the receipt thereof”.

14. Clause 9 referred to the fact that the Defendant No. 1 was in occupation of the suit property under L&L Agreement and that Defendant No. 2 had permitted him to stay in the suit property till 31st March 2012. Defendant No. 1 was to be treated as a licensee of the Plaintiff with effect from the date of the sale deed. However, Defendant No. 2 assured and confirmed that it would get the property vacated by Defendant No. 1 and facilitate handing over of actual and vacant physical possession from Defendant No. 1 to the Plaintiff on 31st March 2012. In the event that the Defendant No. 2 failed to get the suit property vacated and possession thereof handed over to the Plaintiff on 31st March 2012, then the Plaintiff was at liberty to initiate appropriate legal action against Defendant No. 1, Defendant No. 2 or other occupants in accordance with law.

15. Para 19 recorded that Defendant No. 2 agreed to indemnify and hold the Plaintiff harmless from any and all claims, damages, liabilities or expenses arising out of:

- (a) Non-fulfilment of Vendor's or Mr. K. Chandra's obligation under the Sale Deed;
- (b) Any and all claims arising out of or in relation to breach or default in performance of any obligation of the Vendor under the Sale Deed; or
- (c) Any act, omission or negligence of the Vendor or any person acting for and on behalf of the Vendor.

16. Further Defendant No. 2 agreed to indemnify, defend and hold harmless the Plaintiff from and against the losses, costs, expenses etc. caused to Plaintiff on account of defective title or for non-compliance or violation of any law, regulation, order or notification either by Defendant No. 2 or by Defendant No. 1. The sale deed also contained an arbitration clause whereby parties agreed to refer "any dispute arising out of this Sale Deed, the construction of any provision of this Sale Deed or the rights, duties, obligations or liabilities of the Parties.....".

17. An Arbitrator could be appointed if the disputes were not settled through mutual agreement within fifteen days of commencement thereof. The courts at Delhi alone were to have the exclusive jurisdiction to entertain any disputes arising out of the sale deed.

18. Defendant No. 1 was not a party either to the agreement to sell or the

sale deed both of which contained the arbitration clause. Secondly, the sale deed did not refer to the transaction being a loan transaction or any right to Defendant No. 2 to have the suit property re-conveyed to it by the Plaintiff in the event of the loan being repaid.

19. On the basis of the registered sale deed, a mutation in the records of the Municipal Corporation of Delhi (MCD) was carried out in favour of WEPL and thereafter confirmed by a letter dated 10th April 2012 issued by the MCD.

20. When Defendant No. 1 failed to vacate the suit property on 31st March 2012, a legal notice was sent to him on behalf of the Plaintiff on 16th May 2012. Despite service of notice, Defendant No. 1 failed to vacate the suit property. In the circumstances, the present suit was filed on 9th July 2012 praying for recovery of vacant possession of the suit property; for recovery of Rs. 1 lakh on account of arrears of rent; for recovery of Rs. 30 lakhs on account of unauthorised use occupation charges for the period 1st April 2012 to 30th June 2012; for recovery of unauthorised use and occupation charges from 1st July 2012 onwards till the handing over the vacant possession of the suit property and for recovery of interest @ 24% per annum on the principal amount payable towards arrears of rent and unauthorised use and occupation charges.

21. Summons in the suit was directed to be issued on 11th July 2012. While directing notice to be issued in I.A. 12267 of 2012, the Court restrained Defendant No. 1 till the next date of hearing from inducting any third party

or creating any third party interest in the suit property. Defendant No. 1 entered appearance on 15th October 2012 and fresh summons were directed to be issued to Defendant No. 2. The interim orders were directed to continue.

22. On 14th December 2012, the Court dismissed IA 22284 of 2012 filed by the Plaintiff for striking off the defence of the Defendant No. 1 by observing that the summons issued for 15th October 2012 had not been received by Defendant No. 1 himself but by a servant of Defendant No. 1. Moreover, no *vakalathnama* had been filed on his behalf. In the circumstances, fresh summons were directed to be issued to Defendant No. 1.

23. On 15th April 2013 the following order was passed by the Court:

“Today when it was pointed out that the defendants have not filed any written statement till date despite the fact that the statutory period of filing the written statement stands expired long time back, counsel for the defendants while stating that he shall be filing his *vakalathnama* positively by tomorrow, submitted that defendants shall clear the entire arrears of rent from 1st February, 2012 till date within two weeks and further that subject to that deposit being made the defendants may be permitted to contest this suit.

Let the defendants first make the deposit as is being volunteered on their behalf and which statement has been considered to be an undertaking also on their behalf to the Court. Only thereafter the request being made for permitting the defendants to file their written statement shall be considered.

Let the defendants pay the plaintiff entire arrears in respect of charges for use and occupation @ Rs. 50,000/- per month.
Renotify on 22nd May, 2013.

Interim orders shall continue.”

24. On 11th July 2013, the Court granted time to Defendants 1 and 2 to file their written statement on or before 5th August 2013 as a last opportunity. Defendant No. 1 was directed to remain present in Court on 19th August 2013. When no written statement was filed by Defendants 1 and 2 by 19th August 2013, their defence was struck off on that day. Defendant No. 1 was stated to be held up in the United States of America in relation to certain tax matters. While not excusing the absence of Defendant No. 1, the Court directed that Defendant No. 1 should ensure that the vacant and peaceful possession of the suit property was handed over to the Plaintiff on or before 13th September 2013.

25. Aggrieved by the order dated 19th August 2013, the Defendants filed an appeal, FAO (OS) 418 of 2013, which was disposed of by the Division Bench on 20th September 2013 by the following order:

“With the consent of the parties, the impugned order in so far as it closes the right of the Appellant to file the Written Statement is set aside with liberty to the Respondent to move an appropriate application before the learned Single Judge within 10 days from today seeking directions for handing over the vacant and peaceful possession of the suit property at A-32, Diplomatic Enclave Extension, Co-operative Housing Building Society Limited, Westend Colony, New Delhi.

Written Statement shall be filed within one week subject to payment of cost of Rs.50,000/- each by the Appellants.

List before the learned Single Judge on 10th October, 2013.

Appeal stands disposed of.”

26. Subsequent thereto the Plaintiff filed IA 16333 of 2013 praying that a direction should be issued to Defendant No. 1 to hand over vacant, peaceful possession of the property.

27. The Defendants have filed four applications. I.A. 16607 of 2013 filed under Section 8 of the Act praying that the disputes should be referred to the arbitration has been dealt with separately in this order. I.A. 16608 of 2013 has been filed under Order XXXIX Rule 1 and 2 CPC for a direction restraining the Plaintiff from creating third party interests in the suit property till the disposal of the suit. I.A. 16609 of 2013 has been filed under Order I Rule 10 CPC praying for impleadment of SICPA as a party to the suit. I.A. 16610 of 2013 has been filed under Order VIII Rule 1A CPC for permission to file further documents at a subsequent stage.

28. A written statement has also been filed by Defendants 1 and 2 on 27th September 2013.

29. Mr. Jayant Mehta, learned counsel for the Plaintiff urged that Defendant No. 1 should be asked to hand over possession of the suit property to the Plaintiff since there was no justification for Defendant No. 1 to continue to remain in possession thereof. He submitted that clearly, the period granted

by the L&L Agreement, had come to an end. The extended period as envisaged under the sale deed, i.e., 31st March 2012 had also expired. He submitted that with the Plaintiff becoming the lawful owner of the suit property under the registered sale deed neither of the Defendants could deny to the Plaintiff the vacant and peaceful possession of the suit property. Mr. Mehta referred to various clauses of the Agreement, the L&L Agreement and the sale deed and to the decisions in *Bishwanath Prasad Singh v. Rajendra Prasad* (2006) 4 SCC 432; *A. Abdul Rashid Khan v. P.A.K.A. Shahul Hamid* (2000) 10 SCC 636 and *S. Saktivel v. M. Venugopal Pillai* (2000) 7 SCC 104; *Chandrakant Shankarrao Machale v. Parubai Bhairu Mohite* (2008) 6 SCC 745 and *Bhandari Construction Co. v. Narayan Gopal Upadhye* (2007) 3 SCC 163.

30. Mr. Jayant Tripathi, learned counsel appearing for the Defendants, did not deny that a sale deed had been executed and registered in favour of the Plaintiff. He, however, referred to the documents filed by the Defendants to urge that the Plaintiff could not, in the absence of any assignment in its favour by SICPA, get the suit property transferred to itself through such transactions. He contended that the sale deed was a sham document. According to him, it essentially reflected a loan transaction between SICPA and Defendant No. 2. According to Defendant No. 2 it was agreed that a loan of Rs. 47 crores would be granted by SICPA and Rs. 1 crore would be paid as earnest money and would not be counted towards the loan. Interest on the loan would be 18.4 per cent per annum payable in quarterly rests and if not paid, interest would be payable at 24 per cent per annum. It was submitted that even though the said rate of interest was usurious, and

worked out to over Rs. 11 crores per year, the Defendants being in dire need of finances had no option but to agree. The loan was due and payable after 30th June 2014. It was only as a security for the loan that it was agreed between the parties that an Agreement to Sell for the suit property would be executed. Further as a security for loan, the total sale consideration of the suit property would be stated to be Rs. 55 crores instead of 48 crores and the balance to be utilised towards interest due and not paid.

31. The written statement filed by the Defendants states that the Agreement to Sell, the GPA and the L&L Agreement were all sham documents. Since SICPA was pressurising Defendant No. 2 to repay the loan and Defendants were not in a position to repay the loan and also since they were confident that the loan would be repaid on or before 30th June 2014, Defendant No. 2 agreed to execute a sale deed “on the premise that this was a shame and bogus transaction, and not meant to be acted upon till after 30 June 2014”. It is stated for the purposes of sale, SICPA created “a bogus company”, i.e., the Plaintiff and the sale deed executed between Defendant No. 2 and the Plaintiff.

32. It is contended in para 17 of the written statement that prior to the execution of the sale deed, an assurance was given to the Defendants by the principal of SICPA/the Plaintiff that upon repayment of the loan with interest, 100% shares in the Plaintiff company would transferred to the Defendants and the suit property would revert to Defendant No. 2; that the possession of Defendant No. 1 would not be disturbed till after 30th June 2014; that the parties would settle accounts on 30th June 2014 by (a)

calculating interest as envisaged in the Agreement/sale deed (b) after ascertaining the market value of the suit property, (c) after adjusting the payments already paid against the interest due and the market value which would then be treated as amount payable by the Defendants to the Plaintiff, (d) By Defendant No. 2 making such payment within thirty days of the calculation being agreed upon or hand over the physical vacant possession of the property to the Plaintiff. It is contended that the execution and registration of the sale deed was carried out on behalf of Defendant No. 2 by one of SIPCA's nominee Directors, Mr. Dileep Kumar Fulfagar.

33. It is stated in para 18 of the written statement that “....even if the Defendant No. 2 had not wanted to execute the Sale Deed, Defendant No. 2 was not in a position to stop the Sale and the Sale Deed could have been executed by the aforesaid Director. The transaction was essentially coercive in nature, on account of the money owed by the Defendants to SICPA.” It is stated in para 19 that in view of the oral understanding between the parties, it was agreed to incorporate the arbitration clause in the sale deed which was a pointer towards the fact that “there was more to the transaction than simply a sale of property”. It is contended that the Plaintiff and SICPA were resiling from the oral agreement, and were attempting to set up “a sham and bogus transaction, without disclosing the true intent and scope of the overall understanding between the parties, in order to escape from the commitments made to the Defendants that the property would be re-sold/transferred back to them upon repayment of the loan, as aforesaid.”

34. In response to a query from the Court, Mr. Tripathi stated that there was

no need for the Defendants to file any counter-claim regarding declaration of the invalidity of the registered sale deed. According to him, since the sale deed was a sham and bogus document, there was no need for Defendant No. 1 to come forward to seek injunction restraining the Plaintiff from dispossessing Defendant No. 1 in terms of the registered sale deed. Mr. Tripathi also pressed for the reliefs prayed for in various applications. He submitted that in view of their involvement in the Agreement to Sell, SICPA should be made a proper and necessary party to the suit and therefore the prayer in IA 16609 of 2013 should be allowed. He further submitted that since the sale deed was a sham document, the Plaintiff should be restrained from creating any third party interests in the suit property during the pendency of the suit, as prayed for in IA 16608 of 2013.

35. Having considered the above submissions, the Court is of the view that the Plaintiff's contention that it should be put in possession of the suit property without any unnecessary delay merits acceptance. It is significant that the order dated 19th August 2013 to the extent that it directed that the Defendants 1 and 2 would ensure that the vacant and peaceful possession in the suit property be handed over to the Plaintiff on or before 13th September 2013 was not interfered with by the Division Bench by its order dated 20th September 2013 in FAO (OS) 418 of 2013 filed against the said order. Pursuant to the leave granted to the Plaintiff, an application (IA 16333 of 2013) has been filed by the Plaintiff within ten days of the said order for a direction to Defendant No. 1 to vacate the suit premises.

36. The plea of the Defendants that the Agreement to Sell, the L&L

Agreement, the GPA and the registered sale deed are all sham and bogus documents is based on a purported oral understanding between the parties that the sale deed was not meant to be acted upon as such and that the suit property was agreed to be reconveyed to Defendant no.2 upon the loan being repaid to SICPA. It is settled law that the terms of a registered document cannot be allowed to be contradicted by oral evidence. Further, under Section 92 of the Indian Evidence Act 1872, no evidence of any oral agreement or statement shall be admitted for the purposes of contradicting, varying, adding to, or subtracting from the terms of a written contract or other transactions of property that have been reduced in the form of a document.

37. In *S. Saktivel v. M. Venugopal Pillai*, the Supreme Court explained the above legal position in the following words (SCC @ p. 107-108):

“.....Where under law a contract or disposition is required to be in writing and the same has been reduced in writing, its terms cannot be modified or altered or substituted by oral contract or disposition. No parol evidence will be admissible to substantiate such an oral contract or disposition. A document for its validity or effectiveness is required by law to be in writing and, therefore, no modification or alteration or substitution of such written document is permissible by parol evidence and it is only by another written document the terms of earlier written document can be altered, rescinded or substituted. There is another reason why the defendant/appellant cannot be permitted to let in parol evidence to substantiate the subsequent oral arrangement. The reason being that the settlement deed is a registered document. The second part of proviso (4) to Section 92 does not permit leading of parol evidence for proving a subsequent oral agreement modifying or rescinding the registered instrument. The terms of registered document can be altered, rescinded or varied only

by subsequent registered document and not otherwise. If the oral arrangement as pleaded by the appellant if allowed to be substantiated by parol evidence it would mean rewriting of Ex. A/1, and, therefore, no parol evidence is permissible.”

38. A similar view was expressed in *A. Abdul Rashid Khan v. P.A.K.A. Shahul Hamid* and reiterated in several subsequent decisions including *Bhandari Construction Co. v. Narayan Gopal Upadhye* and *Chandrakant Shankarrao Machale v. Parubai Bhairu Mohite*. In *Bishwanath Prasad Singh v. Rajendra Prasad*, the vendor under a registered sale deed sought to contend that the transaction was essentially one of mortgage. The Supreme Court did not accept the said contention. It was observed in para 16 as under (SCC @ p. 437):

“14. A deed as is well known must be construed, having regard to the language used therein. We have noticed hereinbefore that by reason of the said deed of sale, the right, title and interest of the respondents herein was conveyed absolutely in favour of the appellant. The sale deed does not recite any other transaction of advance of any sum by the appellant to the respondents was entered into by and between the parties. In fact, the recitals made in the sale deed categorically show that the respondents expressed their intention to convey the property to the appellant herein as they had incurred debts by taking loans from various other creditors.”

39. In view of the above settled legal position, it is not possible for the Court to accept the contention of the Defendants that the registered sale deed in favour of the Plaintiff is a sham and bogus document. The settled law appears to be that no oral evidence can be led to vary the terms of the document. Although the stage for leading evidence has not yet reached, even for the purposes of deciding whether the Defendant No. 1 is required

to hand over the possession of the premises, it is sufficiently clear that the Defendants cannot avoid their obligations under the registered sale deed.

40. Consequently, this Court has no difficulty in allowing I.A. 16333 of 2013 and directing that vacant and peaceful possession of the suit property should be handed over by the Defendants 1 and 2 to the Plaintiff on or before 1st November 2013. If there is any difficulty in securing possession of the suit property, it will be open to the Plaintiff to take the assistance of the Bailiff of this Court for implementing this order with police assistance.

41. As regards the plea that SICPA should be impleaded as a necessary party, it is seen that SICPA is not a party to the sale deed dated 8th February 2012. The disputes raised in the present suit concern the various clauses of the said sale deed. It is true that SICPA was a party to the Agreement to Sell dated 10th September 2009 which resulted in the execution of the said sale deed. However, SICPA can always be summoned as a witness as and when required. There is no need for the SICPA to be made a party to the suit.

42. As regards the plea that the disputes between the parties should be referred to arbitration, it is seen that Defendant No. 1 is not a party to the sale deed dated 8th February 2012 and therefore the arbitration clause does not bind Defendant No. 1. In the event that Defendant No. 1 hands over the vacant and peaceful possession of the suit property and as a result thereof the Plaintiff does not wish to pursue any further remedies against Defendant No. 1, then it is possible to consider referring the remaining disputes between the Plaintiff and Defendant No. 2 to arbitration. Therefore, further

orders in this regard are deferred till such time the Plaintiff is put in vacant and peaceful possession of the suit property.

43. As a result the following orders are passed:

(i) I.A. 16610 of 2013 is allowed and the Defendant No. 1 is permitted to file additional documents within a period of four weeks from today subject to producing the originals of such documents, if available, at the stage of admission/denial.

(ii) I.A. 16333 of 2013 filed by the Plaintiff is allowed and the Defendant Nos. 1 and 2 are directed to hand over peaceful and vacant possession of the suit property to the Plaintiff on or before 1st November 2013. If by that date the vacant possession is not handed over, it will be open to the Plaintiff to seek the assistance of the Bailiff of this Court in taking over vacant and peaceful possession from Defendant No. 1, and if necessary seek police assistance for that purpose.

(iii) I.A. 16608 of 2013 is disposed of by directing that if the Plaintiff is put in possession of the suit premises then it will not create any third party interest in the suit property in its possession and any subsequent transactions entered into in relation to the suit property would be subject to the orders of this Court.

(iv) I.A. 16609 of 2013 under Order I Rule 10 CPC is dismissed with the observation that it will be open to either party to summon SICPA as a witness in the trial.

(v) Further orders in I.A. No. 16607 of 2013 are deferred till the next date of hearing and subject to the Plaintiff being put in vacant and peaceful possession of the suit property.

CS (OS) No. 1994 of 2012 & IA Nos. 22285 of 2012 and 16607 of 2013

44. List on 12th November 2013. In the meanwhile, the Plaintiff will file a replication to the written statement and replies to the pending applications.

OCTOBER 25, 2013

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S. MURALIDHAR, J.

