

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.14135 of 2012

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Md. Usman @ Gulab @ Md. Usman Gulab Son Of Late Md. Ishaque
Resident Of Mohalla- Mirza Hayat Beg, Police Station- Laheriasarai,
District- Darbhanga, Proprietor Of M/S The 786 Movies Having Its Office
Of Narmada Apartment, Exhibition Road, Patna- 800001

.... Petitioner/s

Versus

Madan Prasad Singh Son Of Late Ram Nandan Singh Resident Of Mohalla-
Ganga Sagar, Police Station- Laheriasarai, District- Darbhanga, Proprietor Of
M/S Pratap Pictures, Having Its Office At 1st Floor Azma Kothi, Dr. Ashraf
Lane, S.P. Verma Road, Patna- 800001

.... Respondent/s

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Appearance:

For the Petitioner/s : Mr. Kaushalesh Choudhary, Adv.

For the Respondent/s : Mr. Alok Kumar Sinha, Adv.

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CORAM: HONOURABLE MR. JUSTICE ADITYA KUMAR TRIVEDI
ORAL ORDER

5 02-12-2015 Heard learned counsel for the petitioner as well as
learned counsel for the respondent.

Petitioner is aggrieved by an order dated 18.02.2011
as well as 28.03.2012 passed by Sub-judge-Ist, Darbhanga in
Execution Case No.7 of 2007 whereby and whereunder objection
raised on behalf of petitioner/so-called judgment debtor over
maintainability, has been rejected.

Respondent, in terms of award dated 24.09.2005 has
filed Execution Case No.7 of 2007 at Darbhanga. After going
through the award, Annexure-2 which the learned counsel for the
respondent also endorses, it is evident that respondent/so alleged
award holder was directed to pay rupees sixty thousand within

twenty-one days and, neither the learned counsel for the respondent during course of hearing nor through averments of the counter affidavit has disclosed that aforesaid amount in terms of award has been deposited. Therefore, there happens to be violation of terms of award at his end whereupon he is not found competent enough to proceed with in getting the execution of clause-III of the said award. That being so, the order impugned is set aside. Petition is allowed.

However, it is made clear and further, as admitted by the petitioner himself that he had received rupees sixty thousand in token of earnest money which, the learned counsel for the respondent submits has not yet been repaid. Learned counsel for the petitioner submits that he is ready to return back the aforesaid amount within six equal installments to be materialized within six months whereupon there happens to be agreement at the end of learned counsel for the respondent. As such, it is expected that petitioner will be pious in his conduct in getting the aforesaid amount returned to the respondent within the aforesaid agreed period.

(Aditya Kumar Trivedi, J)

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