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

+ CS(OS) 1054/2015 & IA Nos. 7991-92/2015, 7996/2015

KAMAL KUMAR GROVER

..... Plaintiff

Through: Mr. Rajiv Bahl & Mr. Ajit Kumar,
Advs.

versus

SETHANI INDERMANI JATIA
CHARITABLE TRUST

..... Defendant

Through: None.

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Date of Decision: 21st April, 2015

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

J U D G M E N T

MANMOHAN, J: (Oral)

1. Present suit has been filed for specific performance of Agreement to Sell dated 05th March, 2012 as well as for permanent injunction. It is the case of the plaintiff that while defendant No.1 is a trust, defendant No.2 is a duly authorized attorney of defendant No.1.
2. In the plaint, it is averred that defendant No.2 approached the plaintiff to sell all Shops No. 230, 231, 231-A, 228-A, 228 and 240 on the first floor of Sadar Bazar, Delhi. It is also averred that plaintiff and defendants entered into an Agreement to Sell dated 05th March, 2012 by way of MOU/Receipt.
3. It is the case of the plaintiff that out of total sale consideration of Rs.27,50,000/-, Rs.5,00,000/- was paid and the balance amount was to be

paid at the time of registration of the sale deed.

4. A perusal of the plaint reveals that a previous suit for specific performance of Agreement to Sell dated 05th August, 1978 and 12th December, 1978 with regard to the same suit property filed by plaintiff's grandfather is pending in the Court of Civil Judge, Tis Hazari Courts, Delhi being Suit No.257/2009, wherein the present plaintiff has been impleaded as one of the plaintiffs.

5. This Court is of the view that the plaintiff cannot maintain two suits of specific performance on the basis of two separate Agreements to Sell with regard to the same property and that too against the same defendants.

6. In the event the plaintiff withdraws the suit filed by his grandfather in the Tis Hazari Court as far as he himself is concerned, the plaintiff is given liberty to file a fresh suit for specific performance on the basis of Agreement to Sell dated 5th March, 2012 in accordance with law.

7. In view of the aforesaid, present suit and pending applications are dismissed as barred by law. However, as the plaintiff is being given liberty to file a fresh suit, Registry is directed to issue a certificate to the plaintiff thereby authorising him to receive back full amount of court-fees paid in the present suit. The Collector is directed to refund full amount of court-fees paid by the plaintiff.

MANMOHAN, J

APRIL 21, 2015

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