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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(OS) 2095/2012 & I.As. 12774/2012, 10206/2013, 25350/2014

SHALINI MANCHANDA

..... Plaintiff

Through

Mr. G.L. Rawal, Senior Advocate
with Mr. Vikas Manchanda, Advocate

versus

M/S GOLDEN TOURIST RESORT

& DEVELOPERS LTD & ORS

..... Defendants

Through

Mr. Harpawan Kumar Arora,
Advocate for Committee – Golden
Forests in I.A. 10206/2013.
Mr. Sanjay Rathi, Advocate for D-3.

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Date of Decision : 06th May, 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 the following prayers :-

“(A) Pass a decree of declaration that agreement dated 29.03.2007 is subsisting and binding between the plaintiff and defendant no. 1.

(B) Pass a decree of declaration thereby directing that the Sale Deed executed by defendant no. 1 dated 26.03.2010 in

favour of defendant no. 2 as null & void.

(C) Pass a decree of declaration thereby directing that the Sale Deed executed by defendant no. 2 dated 18.01.2011 in favour of the defendant no. 3 as null & void.

(D) Pass a decree of Mandatory Injunction thereby directing the defendant nos.1, 2 & 3, individually and jointly, to restore the position with regard to title of property bearing no.2, Village Garhi, Ring Road, Lajpat Nagar-IV, New Delhi as existed on 02.04.1998;

(E) Pass a decree of Permanent Injunction thereby permanently restraining the defendant nos.1, 2, & 3, individually and jointly, from creating any third party interest/right in property bearing no.2, Village Garhi, Ring Road, Lajpat Nagar-IV, New Delhi;

(F) Pass a decree thereby directing defendant no.4 to cancel the Sale Deeds dated 03.04.1998, 26.03.2010 and 18.01.2011;

(G) Award costs of the suit;

(H) Pass any other or further order, as this Hon'ble Court may deem fit and proper."

2. The Supreme Court in cases filed by the investors of Golden Forests (India) Ltd., the parent company of defendant no. 1 has not only appointed a Committee – Golden Forests (India) Limited (hereinafter referred to as 'Committee') to take over possession of properties owned by the parent company as well as its subsidiaries, but has also directed that any sale/settlement made after restraint order passed by the Bombay High Court on 23rd November, 1998 would not be valid unless approved by the Committee.

3. Since admittedly in the present case the buyback agreement dated 29th March, 2007 allegedly executed between the plaintiffs and defendant No.1 has not been approved by the Committee constituted by the Supreme Court and the impugned agreement has been executed after the cut-off date of 23rd November, 1998, this Court is of the view that prayers (a), (d) and (e) cannot be entertained.

4. Further, this Court is of the opinion that the plaintiff has no locus standi to challenge the sale deed executed in favour of the defendant no. 2 by defendant no. 1 and/or defendant no. 2 in favour of defendant no. 3.

5. In any event, Mr. Harpawan Kumar Arora, learned counsel appearing for the Committee appointed by the Supreme Court states that the sale deeds impugned in prayer (b) and (c) have already been directed by the Committee to be ignored in pursuance to the orders passed by the Supreme Court on 5th September, 2006. He further states that even warrants of possession have been issued with respect to the suit property by the Committee. In view thereof, prayer (b), (c) and (f) are infructuous.

6. It is pertinent to mention that the Delhi Development Authority has not been impleaded in the present suit proceedings and consequently, the issue of cancellation of conveyance deed and any alleged sale in violation of the lease deed cannot be adjudicated upon in the present proceedings.

7. Consequently, present suit stands disposed of. All interim orders stand vacated.

MANMOHAN, J

MAY 06, 2015

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