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IN THE HIGH COURT OF DELHI AT NEW DELHI

+ EX.P. 235/2013 & EA(OS) No.879/2015

HARJINDER PAL SINGH Decree Holder
Through: Mr. B.L.Chawla, Advocate

versus

ONKAR SINGH Judgment Debtor
Through: Mr. M.S.Ahluwalia, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
15.12.2015

EA(OS) No.1053/2015(by the Decree Holder u/O XXI R 32(5) CPC)

1. This order is in continuation of the order dated 7.12.2015, on which date, learned counsel for the Judgment Debtor had sought further time to obtain instructions from his client. In the meantime, counsel for the Decree Holder had agreed to hand over a draft Sale Deed to the Judgment Debtor within three days for his perusal. Counsel for the Judgment Debtor was directed to examine the sale deed and after obtaining instructions from his client, revert back to the other side within three days from the date of receipt of the draft Sale Deed.

2. Mr.Chawla, learned counsel for the Decree Holder states that he

had handed over a copy of the draft Sale Deed to the counsel for the Judgment Debtor on 10.12.2015, but he did not revert back.

3. Mr.Ahluwalia, learned counsel for the Judgment Debtor does not deny the said fact. The case was passed over to enable both counsels to interact with each other. On the second call, counsel for the Judgment Debtor states that he has perused the draft Sale deed and has pointed out to the other side that clause 16 thereof which mentions the handing over of the originals of the previous Sale Deed dated 23.2.2004 by the Judgment Debtor to the Decree Holder may be deleted for the reason that the Judgment Debtor is not in possession of the said Sale Deed or the previous chain of title documents. He however submits that he is unaware of the fact as to whether his client has lodged an FIR in respect of the loss of the title deeds which ought to have been in his possession in ordinary course.

4. Learned counsel for the Decree Holder states that he shall suitably modify clause 16 of the draft Sale Deed and record therein that the vendee claims that he does not have in his possession, the original Sale deed dated 23.2.2004 in respect of the suit premises or the previous chain of title documents. He submits that the stamp duty to be affixed on the sale deed shall be in accordance with the circle rate of the area.

5. It has been enquired from the counsel for the Judgment Debtor as to whether his client is ready and willing to appear before the Sub-Registrar for execution and registration of the Sale deed, to which the response is in the negative. He submits that his client is mortally scared of the Decree Holder who has several criminal cases pending against him and he is therefore unwilling to appear before the Sub-Registrar for completion of the sale transaction.

6. Learned counsel for the Decree Holder states that in view of the stand taken by the Judgment Debtor, an officer of the court may be appointed to perform the acts directed to be undertaken by the Judgment Debtor in terms of the judgment and decree dated 12.7.2013 for execution and registration of the sale deed in respect of the suit premises. Ordered accordingly.

7. Mr. Rajeev Kumar Bhardwaj(Mobile No.9899978994), an officer of this court is appointed to execute the Sale Deed in respect of the suit premises for and on behalf of the Judgment Debtor, in favour of the Decree Holder and appear with the Decree Holder before the Registrar of Assurances to have the same registered. Counsel for the Decree Holder shall contact the officer named above with a draft of the Sale Deed, which shall be vetted and finalized and thereafter executed in accordance with law. The fee of the officer is fixed at Rs.50,000/-,

apart from the out of pocket expenses that may be incurred.

8. The execution petition is disposed of, along with pending applications.

HIMA KOHLI, J

DECEMBER 15, 2015

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