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

+ CS(OS) 2423/2013

P K SURESH ..... Plaintiff  
Through: Mr. Alex Joseph, Advocate

versus

ASHCON BUILDERS (P) LTD AND ORS ..... Defendants  
Through: Ms. Rajitha T., Advocate for Mr. Tom  
Joseph, Advocate with D-3 in person with  
Mr. Vincent M.K.

**CORAM:**  
**HON'BLE MS. JUSTICE HIMA KOHLI**

**ORDER**  
% **07.05.2015**

1. On the last date of hearing, when the suit was placed before the Court for framing of issues, upon perusing the pleadings and hearing the submissions made by the counsels for the parties, it was deemed appropriate to direct the presence of the defendant No.2, for recording his statement under Order X Rule 2 CPC.

2. The defendant No.2 is absent today. However, the defendant No.3 is present and hands over a copy of the Resolution dated 25.04.2015 passed by the Board of Directors of the defendant No.1/company, authorising him to appear on behalf of the company

and take all necessary steps including filing affidavits, giving statements etc. before the Court to settle, mediate and enter into a compromise in the present suit.

3. When the matter was taken up on the first call, the Court had started by posing some questions to the defendant No.3, for clarification of the averments made in the written statement. However, the defendant No.3 had stated that he was not well conversant with english language and had requested that he be given the assistance of Mr. Vincent M.K., the Project Manager of the defendant No.1/company, who was present in Court. Permission as requested was granted. Mr. Vincent M.K. had translated into vernacular some of the queries raised on the defendant No.3, but half way through the said interaction, at the request of the counsels for the parties, the matter was passed over to enable the parties to interact with each other directly and negotiate a settlement.

4. On the second call, the defendant No.3 states that the defendants are willing to execute a sale deed in favour of the plaintiff in respect of the suit premises, i.e., Flat No.UG-3, Tower A1 Block, Upper Ground Floor, comprised in Khasra No.177, Plot No.KIZ – 509A, measuring 630 sq. feet with one car parking with roof rights of the said property, situated in Palam Village, New Delhi.

5. Counsels for the parties state that as per the Agreement to Sell dated 04.05.2013 executed between the parties, they had agreed that the total sale consideration for the suit premises would be ₹23,75,000/-. It is agreed that out of the said amount, the plaintiff had paid a sum of ₹15 lacs to the defendants as part sale consideration. Counsel for the plaintiff clarifies that the balance amount of ₹8,75,000/- was deposited by the plaintiff in the Registry, in terms of the order dated 06.12.2013.

6. Counsel for the defendant No.3 states on instructions that it will take upto three months for the defendants to execute the sale deed in favour of the plaintiff. It is agreed by the parties that the balance sale consideration lying deposited in the Registry shall be released in favour of the defendants immediately upon a copy of the registered sale deed being placed on record.

7. In view of the aforesaid submission, with the consent of the parties, the suit is decreed in favour of the plaintiff and against the defendants who are directed to execute a sale deed in favour of the plaintiff in respect of the suit property, within three months from today. Immediately upon execution of the sale deed, the defendants shall approach the Court for seeking release of the balance sale

consideration of ₹8,75,000/-, alongwith the interest, if any, accrued thereon.

8. The parties shall affix their signatures on the margin of the order sheet in acknowledgement of the settlement arrived at and recorded hereinabove.

9. Decree sheet be prepared accordingly.

10. The parties are left to bear their own costs.

**HIMA KOHLI, J**

**MAY 07, 2015**

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