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

+ C.R.P. 80/2015 and CM No.9275/2015

KAMLA B TEKCHANDANI Petitioner
Through: Mr. Tuhin, Advocate

versus

NARINDER KAUR Respondent
Through

+ FAO 157/2015 and CM No.8990-8992/2015

KAMLA B TEKCHANDANI Appellant
Through: Mr. Tuhin, Advocate

versus

NARINDER KAUR Respondent
Through

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

% **06.07.2015**

1. The captioned civil revision petition has been preferred against the order dated 05.02.2015, passed by the trial court, whereby the respondent's application for condonation of delay in preferring a review petition was allowed.

1.1 The appeal i.e. FAO 157/2015, on the other hand, is preferred against the order dated 06.02.2015, passed in the review petition, pursuant to the delay in instituting the same being condoned by virtue of the aforementioned order.

2. It is not disputed by the learned counsel appearing in the matter for the petitioner / appellant that a final judgment has also been delivered by the trial court in the suit; albeit on the same date, when the appeal was allowed i.e., 06.02.2015.

2.1 Mr. Kumar concedes that no appeal has been filed against the final judgment and decree dated 06.02.2015.

2.2 I may only note that the petitioner / appellant before me had entered into an agreement to sell dated 21.06.1989 with the respondent herein. Broadly, by virtue of the said agreement to sell, the petitioner / appellant had agreed to sell the suit property to the respondent for a total consideration of Rs.4,90,000/-.

2.3 Admittedly, at the stage of execution of the aforementioned agreement to sell, a sum of Rs.1,50,000/- was paid to the petitioner / appellant and thereafter, the balance consideration after being deposited by the respondent in court pursuant to orders passed, once again, by the court, were released to the petitioner / appellant.

2.4 Consequently, the petitioner / appellant received the entire consideration against the aforementioned agreement to sell. For this purpose, reference may be had to orders dated 13.05.1999 and 21.07.1999 passed by this court appended at pages 147 and 151 of the appeal paper book.

2.5 It appears that the suit of the petitioner / appellant was thereafter, transferred to the District Court. The District Court, apparently, permitted the petitioner / appellant to withdraw the suit in the proceedings held on 16.11.2009, (see page 164). To be noted, the respondent on that date was represented by counsel.

2.6 Thereafter, an application for clarification was moved by the respondent in 2010, which was withdrawn.

3. It is in this background that an application for condonation of delay in filing the review petition alongwith the aforementioned review petition was filed by the respondent.

3.1 I am also informed that the respondent had also moved for execution.

3.2 It is in these circumstances that the trial court took the view that an error apparent on the face of the record had been committed in permitting the petitioner / appellant to withdraw the suit without the issues raised by the defendant being addressed. One of the issues raised by the respondent in the suit was with regard to the unauthorised construction and misuse charges which L&DO sought to recover.

3.3 The learned counsel for the petitioner / appellant has argued before me that his client has taken the necessary steps in that behalf qua the L&DO.

3.4 These are matters which may perhaps been relevant while assailing if at all the final judgment. As indicated above, no appeal has been filed against the final judgment and decree.

4. Accordingly, the captioned civil revision petition and the appeal alongwith attendant applications are dismissed with liberty to the petitioner /appellant to raise all grounds in the appeal which it may desire to prefer against the final judgment. As and when, such an appeal is filed, the grounds adverted to therein, will be examined, albeit, in accordance with law.

RAJIV SHAKDHER, J

JULY 06, 2015

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