

O.A.Nos.328 and 329 of 2016

RAJIV SHAKDHER, J.

1. Learned counsel for the respondent placed on record an affidavit dated 09.08.2016, which sets out in paragraph 7, that the subject apartment is ready for hand over to the applicant, subject to the payment of a sum of Rs.9,13,540/-.

2. Learned counsel for the applicant says that there are sums owed to the applicant, by way of compensation, as there was delay in handing over the possession of the subject apartment. It is, in these circumstances, learned counsel for the applicant seeks the payment of the balance amount.

3. I have heard the learned counsel for the parties.

4. I am of the view that, for the moment, in case, the applicant seeks to take possession of the subject apartment, he would have to pay the balance contractual amount. The balance amount, even according to the applicant, is not in dispute. The applicant, in effect, seeks to set off qua compensation, he hopes to receive from the respondent from the balance amount payable under the contract by him. Since the quantum of compensation, if any, receivable is not known, no such set off could take place at this

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stage. Compensation will be a subject matter of the arbitration proceedings.

5. Accordingly, the captioned original applications are disposed of, with a direction to the respondent to handover the subject apartment to the applicant, upon payment of the balance amount of Rs.9,13,540/-.

6. The respondent will also have the sale deed registered, as indicated in paragraph 6 of the affidavit dated 09.08.2016, upon applicant paying the requisite stamp duty.

7. Re-notify on 20.09.2016 'for compliance'.

10.08.2016

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