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

+ **FAO(OS) 70/2015**

MALINI SUD

..... Appellant

Represented by: Ms.Vidhi Goel, Adv.

versus

M/S RAJ KRISHNA ESTATE BROKERS

AND DEVELOPERS PVT LTD

..... Respondent

Represented by: Mr.P.D.Gupta, Mr.Abhishek
Gupta, Advs.

CORAM:

HON'BLE MR. JUSTICE PRADEEP NANDRAJOG

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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01.03.2016

1. The appellant is a lawyer. She has sued for specific performance. As per the defendant (respondent in the appeal) the appellant was engaged by the defendant as a counsel and betraying them she obtained signatures on some blank document one of which was used to make the agreement-to-sell on strength whereof the suit has been filed.
2. Cheque payment recorded in the agreement-to-sell is highly doubtful for the reason it is the admitted position that the cheque was never encashed. As regards cash payment in sum of ₹2.5 lakhs the matter needs a trial.
3. Vide impugned order dated December 08, 2014 the learned Single Judge has permitted the defendant to let out the subject property for a period of 11 months, with lease to be renewed during pendency of the suit for the reason the property is lying unused and is decaying. Letting out the property would not only fetch a rent but would also help maintain the property.

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4. In the appeal it is stated that the affect of the impugned order is to overcome the attachment order dated April 30, 2004 issued by the Recovery Officer DRT-I in some proceedings initiated by the Bank of Maharashtra.

5. In our opinion said plea would be irrelevant qua right of the appellant for the reason if Bank of Maharashtra has an attachment against the respondent, the letting out of the property would not vitiate the attachment for the reason the date of attachment is April 30, 2014.

6. That apart, the letting being with the permission of the Court is on the term that the tenant would be inducted initially for a period of 11 months. The period of lease shall be extended from time to time during the pendency of the suit with obligation on the tenant to vacate on or before the expiration of the term of the lease.

7. The appeal is dismissed.

8. No cost.

CM 2392/2015 (stay)

Dismissed as infructuous.

PRADEEP NANDRAJOG, J.

MUKTA GUPTA, J.

MARCH 01, 2016
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