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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ EX.P. No.262/2002 & EA No.698/2003 (under Section 151 CPC).
OMEGA AG SEEDS (PUNJAB) LTD. & ANR Decree Holders
Through: Mr. Gaurav Goel and Mr. Nitin
Parekh, Advs.

Versus

MAUVE & CRIMSON ADVERTISING
PVT. LTD.

...Judgement Debtor

Through: None.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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10.11.2016

1. This order is in continuation of the earlier orders dated 1st September, 2016, 20th September, 2016 and 21st October, 2016.
2. The counsel for the decree holders, on enquiry, states that cost imposed on 1st September, 2016 has been paid and has handed over to the Court Master proof of deposit thereof. The same be taken on record.
3. Though the decree holders since the last date have not taken any steps in the file but the counsel for the decree holders states that on inspection of file of CS(OS) No.1329/2003, copies have been obtained and has in court handed over the said copies in the form of two paper books and which are taken on record.
4. A perusal of the judgment dated 18th October, 2010 in CS(OS) No.1329/2003 shows that the said suit was filed by one Mr. Chanderkant V. Shah against i) Smt. Veena Jaju, ii) decree holder no.1 herein Omega AG-Seeds (Punjab) Ltd., iii) decree holder no.2 herein Omega Agro (Pvt.) Ltd., iv) M/s. Ambuja Hotel and Real Estate Pvt. Ltd., and v) the judgment

debtor herein M/s. Mauve & Crimson Advertising Pvt. Ltd., for (a) recovery of possession of second floor of the building constructed on plot no.7/18, Kalkaji Extension, New Delhi; (b) recovery of damages; (c) declaration that the compromise decree in CS(OS) No.1550/1997 i.e. the decree of which execution is sought in these proceedings is without jurisdiction, illegal void; and, (d) permanent injunction restraining the defendants from alienating, encumbering or parting with possession of the flat.

5. The judgment dated 18th October, 2010 in CS(OS) No.1329/2003 records i) that vide interim order dated 7th July, 2003 in that suit defendants no.2 to 5 therein were restrained from creating third party rights in the property; ii) plaintiff therein claimed to have purchased the property from defendant no.2 therein; iii) all the defendants in that suit were proceeded against *ex parte*; iv) the plaintiff therein by *ex parte* evidence proved that defendant no.2 therein was the owner and though had agreed to sell to plaintiff but expressed inability to deliver possession as the property was in possession of defendant no.4; v) that the plaintiff therein by *ex parte* evidence had proved that property stood sold to defendant no.4 and defendant no.2 could not thus deliver possession to plaintiff therein; vi) that the defendant no.2 was however not entitled to retain the sale consideration admittedly received from the plaintiff therein. Thus a decree for recovery of Rs.9,00,000/- and Rs.11,82,500/- with interest was passed against the defendant no.2 and defendant no.5 therein.

6. The defendant no.2 in aforesaid suit is defendant no.1 herein.

7. I have enquired from the counsel for the decree-holders, whether the said amount of Rs.9,00,000/- and Rs.11,82,500/- has been paid by the decree-holders and judgment-debtor therein to aforesaid Mr. Chanderkant V. Shah.

8. The counsel for the decree holders replies in the negative.

9. Though Mr. Nitin Parekh, Advocate who claims to be now interested in the decree holder companies states that he will explain the entire controversy but it is felt that in the absence of all the parties in these proceedings, no purpose will be served.

10. In the circumstances, no purpose will be served in keeping this proceeding pending. This proceeding is closed with liberty to the decree holders to, if entitled to, in an appropriate proceedings, implead all the relevant parties and seek the relief to which they claim they are entitled to.

RAJIV SAHAI ENDLAW, J

NOVEMBER 10, 2016

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