

§-26 & 27 ✓

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

+ **EX.P. 72/2012 and CRL.M.A. 5347/2013, EX.APPL.(OS) Nos. 651/2012, 127/2014 & 37/2015**

DEWAN HOUSING FINANCE
CORPORATION LIMITED

..... Decree Holder

Through: Ms Shweta Kapoor, Advocate
alongwith Mr Sushil Gupta (AR).

versus

ANIL BANSAL & ORS

..... Judgement Debtors

Through: Mr Puneet Agarwal, Advocate
alongwith Judgment Debtor in person.

WITH

+ ✓ **EX.P. 73/2012 and CCP(O) 95/2013, CRL.M.A. 5345/2013, EX.APPL.(OS) Nos. 650/2012, 525/2013, 938/2014, 10/2016, 121/2016 and 189/2016**

M/S FIRST BLUE HOME FINANCE LTD Decree Holder

Through: Ms Shweta Kapoor, Advocate
alongwith Mr Sushil Gupta (AR).

versus

SUNIL BANSAL & ORS

..... Judgement Debtors

Through: Mr Puneet Agarwal, Advocate
alongwith Judgment Debtor in person.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **14.12.2016**

1. The matter is taken up today since 12.12.2016 was declared a holiday
2. The learned counsel for the Judgment Debtors states that the amount due to the Decree Holder in these petitions stands discharged.
3. The learned counsel for the Decree Holder submits that the Judgment

(ap)

Debtors had made a One Time Settlement (OTS) offer in respect of these petitions as well as the amounts sought to be recovered in Ex.P.74/2012. Although the OTS amounts in these two petitions have been discharged but the amounts due in Ex.P.74/2012 still remain to be paid.

4. The learned counsel for the parties further state that the amount being deposited in respect of the rent for SCO 3 & 4, Municipal Corporation, Commercial Area, Railway Road, Hisar, Haryana from HDFC Bank is to be appropriated towards dues of the Decree Holder in Ex.P.74/2012.

5. The Judgment Debtor in Ex.P.73/2012 (Mr Sunil Bansal) is present in person. He concurs with the submissions made by the learned counsel for the Decree Holder. In the circumstances, it is directed that the amount (rent) deposited by HDFC Bank in respect of the aforesaid property will be available to the Decree Holder in respect of the dues of Mr Pawan Bansal (which is subject matter of Ex.P.74/2012).

6. In the aforesaid view, the present petitions are disposed of with the liberty to the petitioner to revive the same, in the event the Judgment Debtors fails to fulfil their commitment to pay the dues in Ex.P.74/2012.



VIBHU BAKHRU, J

DECEMBER 14, 2016
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