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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ EX.P. No.122/2016, EA No.598/2016 (under Section 151 CPC for interim relief), EA No.599/2016 (under Order 21 Rules-41(2),43, 46, 54 and 64 for attachment and sale etc.), EA No.753/2016 (of the judgment debtors for stay of the execution of the order dated 9th September, 2016) and EA No.732/2016 (for substitution of the legal heirs of JD-5).

S RANDHIR SINGH CHANDHOK Decree Holder
Through: Mr. Tanmaya Mehta and Ms. Mudita Sharda, Advs.

versus

ATMA RAM BANSAL & ORS Judgement Debtors
Through: Mr. Kamal Chaudhary, Mr. Asutosh Lohia, Ms. Praggya Srivastava and Mr. Rahul Madhwani, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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22.11.2016

1. This order is in continuation of the earlier order dated 9th September, 2016.
2. The counsel for all the five judgment debtors states that without prejudice to the legal and technical objections of the judgment debtors, the judgment debtors today in Court are paying the sum of Rs.4,30,00,000/- to the decree holder.
3. Though the report of warrants of attachment earlier issued of property no.41/71, West Punjabi Bagh is awaited but the counsel for the judgment debtors states attachment has been effected.
4. EA No.732/2016 has been filed for substituting the legal heirs of the judgment debtor no.5 Shri Sushil Bansal.

5. The counsel appearing for the judgment debtors states that he is appearing for the said legal heirs also.

6. EA No.732/2016 is allowed and the legal heirs of the deceased judgment debtor no.5 are substituted in his place and the amended memo of parties filed along with the said application is taken on record.

7. The counsel for the judgment debtors has in Court handed over the following Bank Drafts to the decree holder as identified by the counsel for the decree holder present in Court:-

Sr. No.	Dated	Bank Name	D.D. No.	Amount
1.	08/11/2016	Union Bank of India	954882	2,79,00,000/-
2.	07/11/2016	HDFC Bank	016777	86,00,000/-
3.	08/11/2016	Union Bank of India	954884	35,00,000/-
4.	08/11/2016	HDFC Bank	019511	19,50,000/-
5.	08/11/2016	HDFC Bank	019509	8,00,000/-
6.	08/11/2016	HDFC Bank	019510	2,50,000/-
			Total	4,30,00,000/-

8. The counsel for the judgment debtors states that the said bank drafts are good for payment.

9. The counsel for the decree holder states that the said amount was payable on 27th April, 2016 and the decree holder is entitled to interest for the delay.

10. To my mind, there is no provision entitling the Executing Court to pass such a direction in the absence of the same being contained in the

decree.

11. Leaving it open to the decree holder to take appropriate remedies if entitled to in law for recovery of any amount due towards interest, the execution is disposed of as satisfied.

12. The counsel for the judgment debtors states that this amount should be accepted in full and final settlement.

13. The counsel for the decree holder under instructions from the decree holder who is present in Court and has gracefully agreed to close the matter states that the amount is accepted in full and final settlement.

14. Attachment earlier effected of property no.41/71, West Punjabi Bagh is vacated.

RAJIV SAHAI ENDLAW, J

NOVEMBER 22, 2016

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