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

+ RFA 437/2015 & CM No.11869/2015 (for stay)

M/S RIVIERA APARTMENTS PVT. LTD. & ANR Appellants
Through: Mr. Dinesh Garg and Ms. Rachna
Agrawal, Advs.

Versus

THE RIVIERA APARTMENTS OWNERS CO-OPERATIVE
HOUSING SOCIETY LTD. Respondent
Through: Mr. Suhail Malik, Adv.

AND

RFA 481/2015 & CM No.12776/2015 (for condonation of 28 days
delay in filing the appeal)

RIVIERA APARTMENTS OWNERS CO-OPERATIVE
HOUSING SOCIETY LTD. Appellant
Through: Mr. Suhail Malik, Adv.

Versus

RIVIERA APARTMENTS PVT. LTD. & ORS Respondents
Through: Mr. Dinesh Garg and Ms. Rachna
Agrawal, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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01.04.2016

1. RFA No.437/2015 impugns a judgment and decree dated 27th March, 2015 of the Court of the Additional District Judge (ADJ), Central-14, Delhi in Original Suit No.700/1998 and New Suit No.413/2015 filed by the respondent and directing the appellants, Riviera Apartments Pvt. Ltd. and Rentiers & Financers Pvt. Ltd. (hereinafter together called Developer) to (a)

transfer the title of the plot of land measuring 4920 sq. yards being part of 45, Mall Road, Delhi in favour of Riviera Apartments Owners Co-operative Housing Society Ltd. (hereinafter called Housing Society); (b) hand over building plans, layout plans, sketches, traces and other drawings pertaining to the apartments known as Riviera Building constructed thereon including blue print of sanitary and electric fittings in flats and common areas and drawings showing the area under each apartment, common built up and open areas and internal roads; and, (c) provide fire safety device in the building.

2. RFA No.481/2015 impugns a judgment and decree dated 12th March, 2015 in Original Suit No.2066/1999 and New Suit No.452/2015 of the same learned ADJ dismissing the suit of the Housing Society for permanent injunction to restrain the Developer from issuing or allowing use of internal road in the apartment complex aforesaid known as Riviera Apartments themselves or by anyone else.

3. Notice of both the appeals were issued and parlays for settlement have been held amongst the counsels.

4. The counsels today inform that it has been agreed between the parties as under:

- (i) that the Developer, in compliance of the judgment and decree impugned in RFA No.437/2015 shall hand over all the documents whichever are available with the Developer to the Housing Society;
- (ii) that the Developer shall be relieved of the obligation in the judgment and decree impugned in RFA No.437/2015 to provide fire safety device in the building / apartment complex as directed;

- (iii) that the Developer will either execute Conveyance Deed of land in favour of the Housing Society and the costs of stamping and registration thereof shall be borne by the Housing Society;
- (iv) that the Housing Society will withdraw the challenge to the judgment and decree of dismissal of the suit for permanent injunction and the RFA No.481/2015.

5. The counsel for the Housing Society states that the Managing Committee of the Housing Society has been dissolved and an Administrator appointed to conduct fresh election of the Housing Society and thus as of today there is nobody in the Housing Society to make statement before this Court in terms of above or to sign the compromise application. He thus seeks adjournment.

6. In my view, no purpose will be served in adjourning the appeals especially when the Developer is willing to substantially comply with the judgment and decree impugned in RFA No.437/2015. I may notice that in the judgment and decree no particulars of the documents have been stated and the Developer cannot possibly under the said judgment and decree supply what is not available with them. Similarly, the judgment and decree insofar as directing the Developer to provide fire safety device in the building / apartment complex is not found to be in accordance with law. The said apartments were constructed nearly 60 years back and the developer thereof could not have been directed to provide the fire safety device now. The same has to be arranged for by the association of apartment owners as the Housing Society claims itself to be and in exercise of which right it is pursuing these proceedings.

7. The counsels further inform that since the last date of hearing it has been learnt that the stamp duty payable on the Conveyance Deed to be executed of the land is of about Rs.7 crores. The counsel for the Developer has fairly offered that the Developer is prepared to either execute the Sale Deed of the land or Deeds of Individual Apartments or Sale Deed of individual apartment in favour of buyers thereof, as may be desired by the Housing Society or the apartment owners subject of course to the stamp duty and other charges therefore being borne by the buyers or the Co-operative Housing Society Ltd.

8. Accordingly, RFA No.481/2015 is dismissed as withdrawn and RFA No.437/2015 is disposed of by modifying the judgment and decree impugned therein to the extent that the appellants therein i.e. the Developer, shall within three months hand over whatever documents directed to be supplied are in possession of the appellants and shall execute Sale Deed / Deeds of Apartment as aforesaid and the direction to the appellants to provide fire safety device shall stand set aside.

No costs. Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

APRIL 01, 2016

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