

\$~21

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+

CM(M) 724/2015 & C.M. No.14223/2015

AMARJEET SINGH

..... Petitioner

Through

Mr. M.S. Bammi, Mr. Mukul Tomer and
Mr. Arvind Sharma, Advs.

versus

AVTAR KISHAN VERMA

..... Respondent

Through

Mr. Sumit Gaur, Adv.

CORAM:

HON'BLE MS. JUSTICE INDERMEET KAUR

ORDER

%

21.01.2016

Respondent has been served. He has put an appearance.

The petitioner is aggrieved by the impugned order dated 02.03.2015 vide which the suit filed by the petitioner under Order XXXVII was treated as an ordinary suit. The petitioner is aggrieved by this finding. His submission is that he has relied upon an agreement to sell which is a written contract between the plaintiff and the defendant dated 18.01.2012 vide which the plaintiff had allegedly paid a sum of Rs.2 lacs to the defendant and in terms of clause 5 of the said agreement, if the transaction is not completed by the first party, he will pay the double the amount and in case the second party fails to complete the transaction, the earnest money shall stand forfeited.

Order XXXVII lays down a summary procedure under which the Courts and classes of suits to which this order applies has been detailed. The plaintiff seeks to recover a debt or a liquidated demand on the basis

of the written contract (in terms of Order XXXVII (2) Rule (b) (ii)) which is the case of the plaintiff and thus stands covered.

In this background, the impugned order treating the present suit as an ordinary suit is an illegality. It is accordingly set aside. The present suit be treated as a suit under Order XXXVII of the CPC. The Trial Court on the date already fixed i.e. 08.05.2016 shall thereafter proceed in accordance with law.

Petition disposed of.

INDERMEET KAUR, J

JANUARY 21, 2016

A