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

+ **CS(COMM) 49/2015**

SUVED DEVELOPERS PRIVATE LIMITED Plaintiff

Through: Mr.Rahul Gupta and Mr.Shekhar
Gupta, Advocates with Director of the
Company

versus

M/S MOOL SINGH SANDHU & SONS & ANOTHER

..... Defendants

Through: Mr.Swastik Singh Solanki and Ms.
Himakshi Nanda, Advts.

CORAM:

HON'BLE MS. JUSTICE DEEPA SHARMA

ORDER

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19.12.2016

The present suit has been filed by the plaintiff for specific performance seeking direction to the defendants to execute the sale deed in their favour. It is submitted that the suit property which was initially owned by father of defendant no.2 was bequeathed upon him under Will dated 24.03.1973. The defendant no.1 got this property bearing no. D-1/4, Okhla Industrial Area-II, New Delhi-110020 and thereafter in the record of DDA this property was mutated in the name of defendant no.2 on 21.10.2011. Subsequently, the defendant no.1 entered into an agreement to sell dated 17.12.2012. Out of total sale consideration of Rs.4,31,00,000/-, the plaintiff has paid a sum Rs.80 lakhs. The whole of the plot is measuring 1266 sq.yds. Subsequently,

the defendant did not execute the sale. In the records of the DDA the perpetual lease deed was also executed by DDA in favour of defendant no.2 on 28.02.2014. On these facts it is prayed that the defendants be directed to execute the sale deed since they have performed their part of the contract and the balance consideration money is also lying with them. During the pendency of the suit, the parties entered into a settlement before the Delhi High Court Mediation & Conciliation Centre.

The statement was signed by Itwinder Singh Sindhu, authorised by M/s Mool Singh Sandhu & Sons (defendant no.1) and Balbir Singh Sandhu (defendant no.2) as he is residing in Kenya.

In view of this settlement, the suit stands decreed. The balance consideration amount shall be paid to the plaintiff at the time of execution of the sale deed and handing over of the possession. Parties shall remain bound by the terms of the settlement. The decree sheet be prepared in terms of the settlement.

Learned counsel for the plaintiff has also made a request for refund of the court fee in terms of Section 16 of the Court Fee Act and Section 89 of the Code of Civil Procedure. Certificate of refund of court fee be issued in favour of the plaintiff as the matter stands settled before the Delhi High Court Mediation and Conciliation Centre.

DEEPA SHARMA, J

DECEMBER 19, 2016

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