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

+ W.P.(C) 685/2016

HDFC BANK LTD.

..... Petitioner

Through: Mr. Karan Khanna, Adv.

Versus

M/S HOLYSTAR INFRASTRUCTURE PVT. LTD.

& ORS

..... Respondents

Through: Mr. Prashant Mehta and Mr. Alok
Tripathi, Advs. for R-1 to 3.

Mr. G.S. Charya, Adv. for R-4.

Mr. Ajit K. Singh, Adv. for R-5.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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28.04.2016

1. The counsel for the petitioner states that all the dues of the petitioner HDFC Bank Ltd. stand settled/paid and the petitioner Bank has already issued a 'No Dues Certificate' and the petitioner Bank is left with no claim over the immovable property which was sealed under orders of this Court.
2. Accordingly, the petition has served its purpose and no further orders are required.
3. However, since the property was sealed under orders of this Court, orders with respect thereto are to be made.
4. The seal is informed to be in the form of locks and the keys whereof were entrusted with the counsel for the petitioner Bank and he has offered the same.

5. However dispute has arisen between respondent No.1 M/s Holystar Infrastructure Pvt. Ltd. (HIPL) on the one hand and respondent No.4 Mr. Raghubir Singh Chhabra on the other hand, as to who is entitled to the said keys.

6. The counsel for the petitioner Bank, on enquiry, as to who had created the mortgage of the property with the petitioner Bank states that the respondent No.1 HIPL had created the mortgage.

7. The counsel for the respondent No.1 HIPL states that the respondent No.4 Mr. Raghubir Singh Chhabra is claiming to be a purchaser from the respondent No.1 HIPL of shop No.1 and first and second floors of Shop No.2 and has filed suits which are pending as C.S.(Comm.) Nos.6/2015 & 7/2015 in this Court for permanent injunction to restrain the respondent No.1 HIPL from dispossessing him from semi-finished first floor measuring 18' x 68', second floor with terrace measuring 18' x 68' forming part of property No.42 & 43, Block-15A, Western Extension Area, Ajmal Khan Road, Karol Bagh, New Delhi and third floor with terrace measuring 18' x 34' and one shop on the ground floor measuring 9' x 37'-6" connecting with staircase in the basement forming part of property No.43 and the respondent No.1 HIPL is contesting the said suit and is denying that the respondent No.4 was ever put in possession of the property.

8. Per contra, the counsel for the respondent No.4 states that under the two agreements to sell, the portions aforesaid were agreed to be sold to the respondent No.4 by respondent No.1 HIPL along with respondent No.5 M/s MVN Developers Pvt. Ltd. (MDPL).

9. On enquiry, whether the agreements to sell under which possession is stated to have been given are registered, the reply is in the negative. On further enquiry, whether the respondent No.4 has sued for specific performance of the agreements to sell, also the reply is in the negative but the counsel for the respondent No.4 explains that the same was not done because the property was agreed to be given, after completing the construction.

10. At this stage, the counsel for the respondent No.5 MDPL states that the respondent No.5 MDPL had not authorised the respondent No.1 HIPL to enter into agreement with the respondent No.4.

11. In view of the statement of the counsel for the respondent No.4 that even as per the agreements claimed by him, the construction of the property is still to be completed and the property admittedly at the time of sealing was in semi-constructed stage, it is deemed appropriate to at this stage deliver the keys of the property to the counsel for the respondent No.1 HIPL, however with a clarification that the same will not affect the rights of the respondent No.4 in any manner whatsoever and which the respondent No.4 would be entitled to agitate in accordance with law before the appropriate fora/court.

12. In the above terms, the petition is disposed of.

No costs.

RAJIV SAHAI ENDLAW, J.

APRIL 28, 2016

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