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

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Judgment delivered on: 11.10.2017

+ CS(OS) 354/2012

MAHESH SINGHAL

..... Plaintiff

Through
versus

BHUPINDER NARAIN BHATNAGAR

..... Defendant

Through

Advocates who appeared in this case:

For the Petitioner

: Mr. Jai Mohan, Advocate.

For the Respondent

: Mr. Sanjay Katyal with Mr. Rajesh Katyal
and Mr. Sunil Bhatnagar, Advocates for
defendant Nos.1 and 2 with defendant
Nos.1 and 2 in person.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

11.10.2017

CS(OS) 354/2012

1. The plaintiff has filed the present suit seeking a decree of specific performance of Agreement to Sell and Purchase dated 08.08.2011 with regard to property bearing No.213, Dayanand Vihar, Delhi-110092 measuring 163 Sq. Yards.

2. On 15.09.2017, the legal heirs of the deceased defendant had

made a statement that they are agreeable to transferring the property to the plaintiff in terms of the Agreement to Sell subject to the plaintiff making payment of the balance sale consideration.

3. The matter was adjourned to 26.09.2017 to enable learned counsel for the plaintiff to take instructions as to whether the plaintiff was ready and willing to pay the balance sale consideration.

4. On 26.09.2017, the case was adjourned to today i.e. 11.10.2017 at the request of counsel for the plaintiff.

5. Learned counsel for the plaintiff, under instructions, submits that the plaintiff has not been able to make arrangements for the entire balance sale consideration and, accordingly, wishes to forego his rights and claims under the said Agreement to Sell dated 08.08.2011.

6. Learned counsel for the plaintiff submits that the plaintiff had paid a sum of Rs.10 lakh as an earnest money towards the said Agreement to Sell dated 08.08.2011 and the plaintiff also forgoes his rights, title or claim to seek refund of the said amount.

7. Learned counsel for the defendants, under instructions from defendant Nos.1 and 2, who are present in Court, submits that the defendants have suffered a substantial loss. However, since the plaintiff is forgoing his rights and claim under the Agreement to Sell dated 08.08.2011 and to seek refund of Rs.10 lakhs, which was paid as earnest money, they would have no objection.

8. In view of the above, learned counsel for the plaintiff submits that the plaintiff would like to unconditionally withdraw the suit and give up his rights under the Agreement to Sell dated 8.08.2011 with regard to the subject property and also gives up his claim for refund of Rs.10 lakhs.

9. The statement is taken on record.

10. In view of the above, the suit is dismissed as withdrawn.

11. The interim order dated 13.02.2012, as confirmed by order dated 06.12.2013, is vacated.

Crl.M.A. 19259/2012 (under Section 340 Cr.P.C.), IA No.25296/2014 (under Order XII Rule 6 CPC)

All the pending applications also stand disposed of.

SANJEEV SACHDEVA, J

OCTOBER 11, 2017
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