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

+ CS(OS) 74/2017 & IAs No.2141/2017 (u/O XXXIX R-1&2 CPC) & 3691/2017 (u/O XXVII R-3(4) CPC)

GULU T. ADVANI & ANR. Plaintiffs
Through: Mr. Nakul Sachdeva, Ms. Bhavita Modi, Mr. Naman Joshi and Mr. Kapil Advani, Advs.

Versus

CHETANYA BUILDCON PVT. LTD. & ANR. Defendants
Through: Mr. Harsh Sethi and Mr. Animesh Gaba, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

23.03.2017

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1. Summons for appearance of this suit under Order XXXVII of the Code of Civil Procedure, 1908 were issued and vide *ex-parte* ad-interim order dated 17th February, 2017 the defendants were restrained from alienating, encumbering or parting with possession of first and second floors of property No.B-24, Mayfair Garden, New Delhi.

2. The defendants have entered appearance and the plaintiffs have filed IA No.3691/2017 for issuance of summons for judgment.

3. The counsels for both the defendants namely M/s Chetanya Buildcon Pvt. Ltd. and M/s Saluja Construction Co. Ltd. states that a compromise has been arrived at with the two plaintiffs namely Mr. Gulu T. Advani and Mrs. Indra G. Advani. The counsel for the defendants and the counsel for the CS(OS) 74/2017

plaintiffs state that the suit be disposed of in terms of the said compromise orally informed to this Court today.

4. It is informed that a decree may be passed in favour of the plaintiffs and against the defendants jointly and severally for recovery of Rs.3.10 crores payable in two instalments, with the first instalment of Rs.1 crore being payable by 15th April, 2017 and the balance amount of Rs.2.10 crores being payable on or before 1st July, 2017; it has further been agreed between the parties that the defendants shall hand over to the plaintiffs within two weeks of today the receipts of the deposits of the bank guarantees executed by the plaintiffs in favour of South Delhi Municipal Corporation.

5. It is also clarified that the aforesaid amount is in lieu of five cheques subject matter of this suit.

6. I have enquired from the counsels the provisions for interest, if any, if the amount is not so paid.

7. The counsels state that though no settlement has been arrived at on interest but the Court may provide therefor.

8. It is accordingly ordered that in the event of the defendants not paying the decretal amount as aforesaid, the defendants, in addition shall be liable for payment of interest @ 12% per annum on the amount due from the date of payment of instalment of which the defendants are in default and till the date of payment.

9. The counsels state that the parties be left to bear their own costs.

10. The counsel for the plaintiffs however requests for refund of court fees.

11. A decree is accordingly passed in favour of the plaintiffs and against the defendants jointly and severally for recovery of Rs.3.10 crores payable in two instalments, with the first instalment of Rs.1 crore being payable by 15th April, 2017 and the balance amount of Rs.2.10 crores being payable on or before 1st July, 2017 with interest @ 12% per annum from the date/s on which default is committed in payment till realisation, leaving the parties to bear their own costs.

12. Decree sheet be prepared.

13. It is further ordered that the interim order restraining the defendants from alienating, encumbering or parting with possession of the first and second floors of property No.B-24, Mayfair Garden, New Delhi shall continue till the entire decretal amount is paid. The counsel for the defendants states that as on date, the defendants are in vacant, peaceful and physical possession of the said first and second floors of property No.B-24, Mayfair Garden, New Delhi.

14. A certificate enabling the plaintiffs to obtain refund, out of the court fees of Rs.3,01,000/- paid on the plaint, of Rs.2,80,000/- be issued and handed over to the counsel for the plaintiffs.

RAJIV SAHAI ENDLAW, J.

MARCH 23, 2017
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