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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ C.R.P. No.153/2017
VIJAY KHURANA Petitioner
Through: Mr. Mayank Wadhwa, Adv.
versus
AJIT KUMAR CHAWLA Respondent
Through: Ms. Ananya Bhattacharya, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **02.08.2017**

1. This order is in continuation of the earlier order dated 14th July, 2017.
2. Trial Court record requisitioned has been received.
3. The counsel for the petitioner on enquiry states that the Agreement, of which specific performance is sought in the suit filed by the petitioner, is verbal and not in writing.
4. Attention of the counsel for the petitioner is drawn to *A. Abdul Rashid Khan Vs. P.A.K.A. Shahul Hamid* (2000) 10 SCC 636, *Jiwan Dass Rawal Vs. Narain Dass* AIR 1981 Del 291; *Cement Corporation of India Ltd. Vs. Life Insurance Corporation of India Ltd.* (2014) 145 DRJ 148 (DB), *Jagdambey Builders Pvt. Ltd. Vs. J.S. Vohra* (2016) 228 DLT 49, *Sunil Kapoor Vs. Himmat Singh* (2010) 115 DRJ 229, *Abbot India Ltd. Vs. Rajinder Mohindra* (2014) 208 DLT 201 and *Rajiv Ohri Vs. Anil Aggarwal* 2013 SCC OnLine Del 3178 where it has been held that an agreement purchaser has no rights in the property, not even after the decree for specific performance is passed in his favour but till a conveyance deed in terms thereof is executed and is till then not entitled to exercise any rights as owner.

5. It is felt that the petitioner cannot, by the reason of being an agreement purchaser and the plaintiff in the suit for specific performance, hold possession of the property and would be liable for *mesne* profits / damages for use and occupation for the past as well as for future.
6. The counsel for the petitioner then states that the petitioner has admittedly paid over Rs.47,50,000/- to the respondent and has spent further amounts on the property towards re-building the property and has thus incurred total Rs.80,00,000/-.
7. The counsel for the respondent states that the respondent, without prejudice to his rights and contentions is ready to refund Rs.47,50,000/- and disputes the rest of the claim.
8. The petitioner, who is stated to be settled abroad, is present in person.
9. However the respondent is not present.
10. The parties to appear in person tomorrow i.e. 3rd August, 2017 and even before the case is called out, hold parlays with each other with the assistance of their respective counsels.
11. List on 3rd August, 2017.

RAJIV SAHAI ENDLAW, J

AUGUST 02, 2017
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