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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) No.304/2017 & IA No.5124/2017 (under Order XXXIX
Rules 1&2 CPC).
SALOCHNA GOYAL Plaintiff

Through: Mr. Ajay Pal Singh, Adv.

versus

PAWAN KUMAR BANSIL Defendant
Through: Mr. Sushant KR with Mr. Anitesh
Sharma, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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02.05.2017

1. The counsel for the plaintiff seeks passover.
2. The counsel for the defendant states that in pursuance to the earlier orders, the Sale Deed stands registered and the physical possession of the property stands delivered to the plaintiff.
3. The counsel for the defendant however states that the defendant was unable to remove some of his personal belongings from the property and the mutual understanding was that the plaintiff will allow the defendant to remove the said personal belongings.
4. If that is so, the plaintiff may allow the defendant to, on or before 5th May, 2017 remove his personal belongings at mutually agreeable time.
5. The suit is accordingly disposed of as satisfied.
6. The counsel for the plaintiff on the last date of hearing had made a request for refund of court fees.
7. Court fees has till not been deposited though court fees of Rs.16,33,280/- is to be paid.

8. The proxy counsel for the plaintiff states that the money for purchasing the court fees has been deposited and court fees shall be filed latest within one week.
9. If the court fees of Rs.16,33,280/- is so deposited, a certificate entitling the plaintiff to refund of Rs.15,00,000/- be issued and handed over to the counsel for the plaintiff.
10. If within one week, the court fees is not deposited, the suit be listed for appropriate orders.

RAJIV SAHAI ENDLAW, J

MAY 02, 2017
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