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

+ **CONT.CAS(C) 1220/2016**

SANTOSH PURI

..... Petitioner

Through Petitioner in person with Mr. R.M.
Bagai, Adv.

versus

UDAY PRATAP SINGH & ORS

..... Respondents

Through Mr. Dhanesh Relan, Standing
Counsel and Ms. Isha Garg and Ms.
Gauri Chaturvedi, Advs. with Mr.
R.K. Puri, Dy. Director.

CORAM:

HON'BLE MR. JUSTICE A. K. CHAWLA

ORDER

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01.08.2017

On the show cause notice issued to the respondent no.2 as to why the contempt proceedings be not initiated, Mr. Relan has today passed over a copy of the conveyance deed to be executed alongwith the covering letter issued to the petitioner and Sh. Anil Puri-respondent no.2. It is not in dispute that the conveyance deed is to be executed in the joint names of Santosh Puri and Anil Puri in the ratio of 75% and 25% respectively. Copy of the conveyance deed however, records the names of Santosh Puri and R.K. Puri. To this, Mr. Relan submits that it is an inadvertent mistake. How come there is so much of reluctance on the part of the officials of the respondents

to give effect to the orders of this Court and then, commit inadvertent errors, especially, of this kind. By merely taking a plea of an inadvertent error, they cannot be excused especially, in a case, when, the contempt proceedings have been pending for long and on the show cause notice issued as to why the contempt proceedings be not initiated only on 17.7.2017, the officials of the respondents have risen from their slumber and come forward to do the needful. Explanation given, therefore, cannot be taken lightly and excused. Mr. Relan on his part submits that the error shall be rectified today itself and the rectified conveyance deed shall be delivered to the petitioner in person by tomorrow alongwith a fresh covering letter akin to the communication dated 20.7.2017. Let it be strictly ensured. In the process however, the petitioner, who is aged about 85 years, has been subjected to unnecessary harassment and the compensation thereof, this Court assesses at Rs.25,000/- (Rupees Twenty Five Thousand only), which shall be recovered from the officer(s)/official(s) of the respondent responsible for their lapse(s), on such enquiry, as may be required to be conducted by the competent Authority in that regard. Be that as it may, such compensation shall be paid to the petitioner within seven days from today.

Mr. Bagai, ld. counsel for the petitioner on his part also draws attention of this Court to the covering letter dated 20.7.2017 issued by the respondents, which again speaks of the conveyance deed to be executed subject to verification of genuineness of the original documents of the property. At this stage, as regards such noting in hand, Mr. Relan, states that the conveyance deed shall be executed by

the respondent without verification of the documents, for which, mention has come to be made in hand in the covering letter dated 20.7.2017. Mr. Relan on his part also submits that compensation shall be paid within seven days, as ordered and now, nothing survives inasmuch as, what all was expected from respondent-DDA stands fully complied with. Instant petition is therefore, disposed off, with a warning to the concerned officials of DDA to be careful in future. Should the respondents fail to comply with the statements made before this Court today, liberty is reserved to the petitioner to seek revival of the instant proceedings.

A. K. CHAWLA, J

AUGUST 01, 2017

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