**IN THE HIGH COURT OF PUNJAB AND HARYANA**
**AT CHANDIGARH**

**102** **RSA-3811-2017 (O&M)**
**Date of Decision : 1.6.2018**

Smt. Sarla Devi and others ...... Appellants

Versus

Prem Chander and others ...... Respondents

**CORAM : HON'BLE MR.JUSTICE AJAY TEWARI**
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Present : Mr. Ashish Aggarwal, Senior Advocate with
Mr. Kulwant Singh, Advocate
for the appellant(s).

Ms. Ekta Thakur, Advocate for
respondents No.1, 2, 4 to 6.

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**AJAY TEWARI, J. (Oral)**

On 29.5.2018 the following order was passed :-

"*Pursuant to the last order, Ms. Thakur has appeared and states that on principle, respondents No.1 & 2 and 4 to 6 do not have any objection either to sell their 70.01% share to the appellants (and respondent No.3), or to purchase the share of the appellants and respondent No.3. As per her, the best and most equitable way to fix the price would be to give a right to one party to fix the price with an option to the other party to purchase/sale at that rate. Counsel for the appellants has no objection to this course of action but seeks two days' time to ascertain whether the appellants (and respondent No.3) would like to fix the price or to exercise the option to buying/selling. Counsel for the respondents has no objection.*

*Adjourned to 1.6.2018. To be shown in the urgent list.*"

At the very outset learned counsel for the appellants points out that on the last date the share of the respondents No.1, 2, 4 to 6 was wrongly mentioned as 70.01% while actually it is 70.83%.

Today it has been agreed between the parties that the price would be fixed by the respondents No. 1, 2, 4 to 6 and the appellants would exercise the option. Pursuant to that counsel for the respondents No.1,2 4 to 6 has sought instructions from respondents No.1,2, 4 to 6 and informed the Court that they have fixed the price of the property at the rate of Rs.2 crores.

Learned Senior Counsel appearing for the appellants states that they would exercise the option to purchase 70.83% share belonging to the respondents No. 1, 2, 4 to 6. For this purpose it has been further agreed that they would pay 20% of Rs.1,41,66,900/- i.e. the share belong to the respondents No. 1, 2, 4 to 6 within one month i.e. on or before 30.6.2018 by way of demand draft in favour of Prem Chander and Saroj i.e. respondents No. 1 and 4 against proper receipt. Thereafter, the appellants would pay remaining amount of 80% before the Sub Registrar. Parties are directed to appear before the Sub-Registrar on 31.8.2018 which would be the date fixed for execution of the sale deed. It has been further agreed that the time has essence of this contract and any delay on the part of the appellants would result in the appeal standing dismissed. Likewise if the respondents No. 1,2, 4 to 6 do not execute the sale deed on the date fixed the appeal would stand allowed. On being pointedly asked why the amount is paid only to respondents No. 1 and 4, counsel for respondents No. 1, 2, 4 and 6 states that actually respondent No.2 is the son of the respondent No.1 and respondents No. 5 and 6 are sons of respondent No.4 and they have specifically instructed her that their respective parents can take amount on their behalf and they would be responsible for the same.

Resultantly, the appeal stands disposed of.

Since the main case has been decided, the pending civil miscellaneous application, if any, also stands disposed of.

**(AJAY TEWARI)**
**JUDGE**

**1.6.2018**
***anuradha***

Whether speaking/reasoned - Yes/No

Whether reportable - Yes/No