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IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CS(OS) 1218/2013 & I.As. 9881/2013, 15028/2013 AND 7622/2015

M/S GSL PROTFOLIO (P) LTD Plaintiff
Through: Mr. Subhash Bansal, Advocate with
Mr. Raghav Bansal and Mr. Shashwat
Bansal, Advocates with Mr. Rakesh
Sharma, authorised representative of
plaintiff.

versus

M/S SKIPPER LTD & OTHERS Defendants
Through: Mr. Pritpal Singh Nijjar, Advocate for
defendants No.1 to 10 with
Mr. Yogendra Kumar Bansal, authorised
Representative-defendant No.10.
Mr. Rohit Bhardwaja, Advocate for
defendant No.11.

CORAM:
HON'BLE MR. JUSTICE MANMOHAN

% **ORDER**
09.02.2018

Present suit has been filed for specific performance and mandatory injunction. The prayer clause in the suit is reproduced hereinbelow:-

“(a) For specific performance of execution of sale-deed in favour of Plaintiff in terms of Receipt dated 17-03-2013 for agricultural land measuring 15 Bighas and 4 Biswas (i.e. 3.16 acres) out of Khasra Nos. 56/17 (4-16), 24 (4-12), 57/6 (3-1), 58/4 min (2-15) situated in the Revenue Estate of Village Bajitpur Thakran, Delhi at the rate of Rs.2,24,00,000/- per acre;

- (b) *for Mandatory Injunction restraining the defendants, their agents, assigns, representatives, and/or associates, etc. from transferring, alienating, selling, parting-off, creating any third party interest, and/or entering into any kind of agreement, favouring to third party, with respect to agricultural land measuring 15 Bighas and 4 Biswas out of Khasra Nos. 56/17 (4-16), 24 (4-12), 57/6 (3-1), 58/4 min (2-15) situated in the Revenue Estate of Village Bajitpur Thakran, Delhi;*
- (c) *Award damages in favour of plaintiff and against the defendant;*
- (d) *Award the cost of the suit in favour of Plaintiff and against the defendants;*
- (e) *Any other relief(s) as this Hon'ble Court may deems fit and proper in the facts and circumstances of the case be also granted in favour of plaintiff in the interest of justice and equity."*

On the last date of hearing, learned counsel for defendants No.1 to 10 had stated that his clients had no objection if the present suit was decreed in terms of prayer (a) of the plaint.

Today, learned counsel for plaintiff, on instructions of an authorised representative of plaintiff (Mr. Rakesh Sharma), states that plaintiff does not wish to press prayer (a) of the plaint. He states that the plaintiff is only interested in refund of the advance consideration of Rs.1,01,01,000/- paid to the defendants on 17th March, 2013 along with reasonable rate of interest.

Learned counsel for defendants No.1 to 10, on instructions of Mr.Yogendra Kumar Bansal (defendant No.10), who is personally present in Court, states that the defendants shall refund the sum of Rs.1,01,01,000/- with simple interest @6% per annum to the plaintiff.

The said offer is acceptable to the learned counsel for plaintiff.

Consequently, the present suit is decreed for a sum of Rs.1,01,01,000/- along with simple interest @6% per annum w.e.f. 17th March, 2013. The amount shall be paid by the defendants by way of RTGS/Demand Draft to the plaintiff on or before 31st March, 2018.

Registry is directed to prepare a decree sheet accordingly.

Registry is also directed to issue to an authorised representative of the plaintiff a certificate authorizing it to receive back from the Collector the half amount of the Court fee paid by it in the present suit.

With the aforesaid observations, present suit and all pending applications stand disposed of.

MANMOHAN, J

FEBRUARY 09, 2018

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