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IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CS(OS) 1240/2013 & I.A.Nos.10019/2013, 15790/2018, 15981/2018

MANJU JAIN

..... Plaintiff

Through: Mr. A. Tewari, Advocate with Ms. Eliza
Barr, Advocate.

versus

RABINDRA NATH DASS

..... Defendant

Through: Mr. Manoj V. George, Advocate with
Ms. Shilpa Liza George, Advocate.

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Date of Decision: 19th December, 2018

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

J U D G M E N T

MANMOHAN, J: (Oral)

I.A. 16201/2018

1. Present application has been filed by the defendant under Order XII Rule 6 read with Section 151 CPC.
2. In the present application, the defendant has admitted to the existence of the Agreement to Sell dated 13th June, 2012 with regard to the suit property i.e. B-11/8049, Vasant Kunt, New Delhi-110070. The defendant has also admitted to receipt of part of the sale consideration of Rs.1.25 crores and has averred that the defendant is willing to execute the sale deed

in favour of the plaintiff within a time frame to be ordered by this Court subject to the plaintiff paying the balance sale consideration of Rs.1.65 crores.

3. Learned counsel for defendant states that the defendant who is the real allottee of the DDA flat still owns and possesses the house in question. He further states that the said house is currently occupied by his wife.

4. After some arguments, learned counsel for plaintiff states that the plaintiff shall pay the balance sale consideration of Rs.1.65 crores in about six months time and shall simultaneously take over the possession of the aforesaid suit property.

5. Learned counsel for plaintiff also states that upon completion of the aforesaid transaction, the plaintiff has no objection to quashing of the criminal case filed by the plaintiff against the defendant arising out of FIR No.120/2013 registered with Police Station Vasant Kunj (North), dated 27th April, 2013.

6. Keeping in view the aforesaid, the present suit is decreed in terms of prayer clause 'i' of the plaint subject to the plaintiff paying the balance sale consideration on or before 30th June, 2019 and the defendant simultaneously handing over the vacant physical possession of the suit property. The plaintiff shall be entitled to deduct the amount of Court-fees of Rs.11,61,300/- from the balance sale consideration of Rs.1.65 crores to be paid to the defendant.

7. The defendant shall clear all electricity, water and house tax dues with regard to the suit property till 30th June, 2019.

8. Upon execution of the registered conveyance deed and handing over the vacant physical possession of the suit property, the defendant shall be at

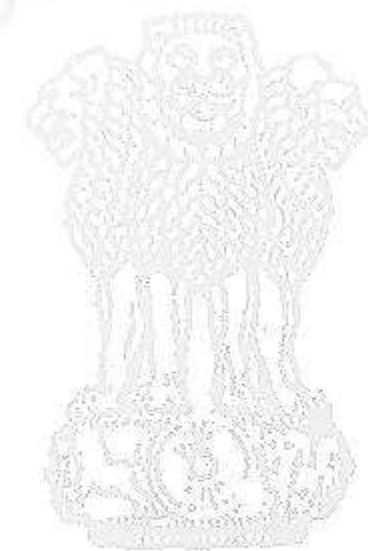
liberty to apply for quashing of FIR No. No.120/2013 registered with Police Station Vasant Kunj (North), dated 27th April, 2013 and the plaintiff shall cooperate in its quashing.

9. The plaintiff shall also cooperate in de-freezing the defendant's bank accounts and lockers.

10. Consequently, the present application is allowed and the present suit and all pending applications stand disposed of. Registry is directed to prepare a decree sheet accordingly

DECEMBER 19, 2018
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MANMOHAN, J



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