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

+ EX.P. 82/2017

SURJIT SINGH BHATIA AND ANR Decree Holders
Through: Mr. Samar Bansal, Ms. Shreya Singh
and Mr. Manan Shishodia, Advs.

Versus

TEJ RAJ SINGH GOEL (H.U.F) Judgement Debtor
Through: Mr. Sumit Chander, Ms. Barnali and
Ms. Shagufa Salim, Advs. for Saluja
Construction Co. with Mr. Sayed
Salim, authorised representative of
JD.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **23.05.2018**

1. This order is in continuation of the orders with effect from 27th November, 2017.
2. The counsel for the prospective buyer M/s Saluja Construction Company Ltd. has in Court handed over to the counsel for the decree holders a demand draft in the name of the decree holder No.1 Surjit Singh Bhatia in the sum of Rs.2,20,67,500/- and a cheque of M/s Saluja Construction Company Ltd. in the name of decree holder No.2 Pramod Kumar @ Pramod Kumar Agarwal in the sum of Rs.2,20,67,500/- and which are, subject to encashment thereof, accepted by the decree holders through counsel, in full and final satisfaction of the decree under execution.

3. A photocopy of the demand draft and the cheque is taken on record.
4. Though in terms of the aforesaid, the decree stands satisfied but the counsel for the prospective buyer states that it be recorded that the judgment debtor is bound by the Property Development Agreement handed over on 29th January, 2018 in the Court and the payments made by the prospective buyer today in Court are under the said Property Development Agreement and on behalf of the judgment debtor.
5. None appears for the judgment debtor.
6. However the counsel for prospective buyer points out to one person who discloses his name as Mr. Syed Salim and states that he is the attorney of the judgment debtor and has produced in the Court original Power of Attorney in his favour and copy of which is taken on record as well as his Aadhaar Card in proof of his identity and copy of which is also taken on record.
7. The said Mr. Syed Salim confirms the aforesaid statement of the counsel for the prospective buyer.
8. The execution is disposed of as satisfied.

RAJIV SAHAI ENDLAW, J.

MAY 23, 2018

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