

A.No.8905 of 2019
in A.No.4183 of 2018

M.SUNDAR, J.

Read this in conjunction with and in continuation of earlier orders made by Hon'ble predecessor Judge in A.No.4183 of 2018 on 11.06.2019 and 16.07.2019, which read as follows:

'Order dated 11.06.2019:

'This application is filed by the applicant, seeking a direction to the respondents to furnish security to the tune of Rs.61,23,302/- failing which to order sale of the immovable properties morefully described in the judges summons.

2.Heard M/s.Sri and Shankar Associaes, learned counsel appearing for the applicant.

3.Notice sent to the first respondent has been duly served and notice sent to the second respondent returned with an endorsement "Not Known" and affidavit of service has also been filed to that effect. Paper publication was also effected on the second respondent and affidavit of service is also filed to that effect. Though the name of the respondents is also printed in the cause list, there is no representation for them either in person or through counsel.

4.The respondents availed of finance facilities pursuant to Loan Agreement No.TFHO1TF1609270001 dated 27.09.2016 for a sum of Rs.40,00,000/- towards working capital and allied business activities. It is also submitted by the learned counsel for the applicant that arbitration proceedings have concluded and an award has been passed in its favour on 26.06.2018. As on 28.12.2017, a sum of

Rs.61,23,302/- is due and payable by the respondents.

5. In view of the above circumstances, I am satisfied that the first limb of the prayer sought for by the applicant is warranted.

6. Accordingly, the respondents are directed to furnish security to the extent of the claim made in the application, being an amount of Rs.61,23,302/- on or before 02.07.2019, failing which, this Court will be constrained to consider passing an order of sale.

7. List the case on 02.07.2019.'

Order dated 16.07.2019:

'This Court, upon hearing the learned counsel for the applicant, vide order dated 11.06.2019, directed the respondents to furnish security to the extent of the claim made being an amount of Rs.61,23,302/- in the application on or before 02.07.2019, failing which, sale of the property would be ordered.

2. When the matter is taken up for hearing today, learned counsel for the applicant would submit that no security has been furnished as directed by this Court. He would further submit that an award in arbitration between the applicant and the respondents has been passed on 26.06.2018.

3. Heard the learned counsel appearing for the applicant. Notices sent to the respondents have been returned with an endorsement "Unserved". Hence paper publication was effected and affidavit of service was also filed to that effect. Though the names of of the respondents have been printed in the cause list, none appears on behalf of

the respondents.

4. The terms of sale of immovable property dated 15.07.2019 has been filed by the learned counsel for the applicant. In view of the fact that there are defaults in repayment of the loan extended as early as in 2017 and in the light of award dated 26.06.2018, the application is liable to be ordered as prayed for.

5. Accordingly, this application is ordered. The terms of the sale filed are made as a part of the order.'

2. Instant application has now been taken out with a prayer for extension of time for paying an amount of Rs.37,12,500/- (Rupees Thirty Seven Lakhs Twelve Thousand and Five Hundred only), which, according to both sides, is the balance qua the total sale price of Rs.66,00,000/- (Rupees Sixty Six Lakhs only).

3. The schedule of payment with a time line and quantum has been adumbrated in paragraph 7 by the applicant in affidavit filed in support of instant application. To be noted, there are two paragraphs numbered 7 at page No.3 of the said affidavit and we are concerned with second paragraph 7, which reads as follows:

'7. I submit that I have contacted the 1st Respondent/Main Applicant for paying the said consideration amount in instalments on the following dates as it is hard for me to raise liquid cash to pay the entire sum of consideration immediately

as follows:

i) Advance amount paid for participating

in the auction = Rs.6,57,900/-

ii) 1st due paid on 25th September, 2019 = Rs.9,92,100/-

iii) 2nd due paid on 25th October, 2019 =

Rs.12,37,500/-

iv) 3rd due on 25th November, 2019 = Rs.12,37,500/-

v) 4th due on 25th December, 2019 = Rs.12,37,500/-

vi) 5th due on 25th January, 2020 = Rs.12,37,500/-

For the above payment TDS @ 1% is exclusive of the consideration of Rs.66,00,000/- (Rupees Sixty Six Lakhs only).'

4. Both learned counsel submit that payments as in (i) to (iv) supra aggregating Rs.41,25,000/- (Rupees Forty one Lakhs and Twenty Five Thousand only) has already been made. There is no dispute or contestation in this regard before this Court. Therefore, this extension is only with regard to (v) and (vi) i.e., 12,37,500/- (Rupees Twelve Lakhs Thirty Seven Thousand and Five Hundred) each on or before 25.12.2019 and 25.01.2020. Learned counsel for applicant undertakes that these two payments will be duly made on or before said dates.

5. In the light of undisputed obtaining position regarding the submission of the learned counsel for the applicant, instant application is disposed of acceding to the request made in instant application as set out in

the prayer.

03.12.2019

vsm



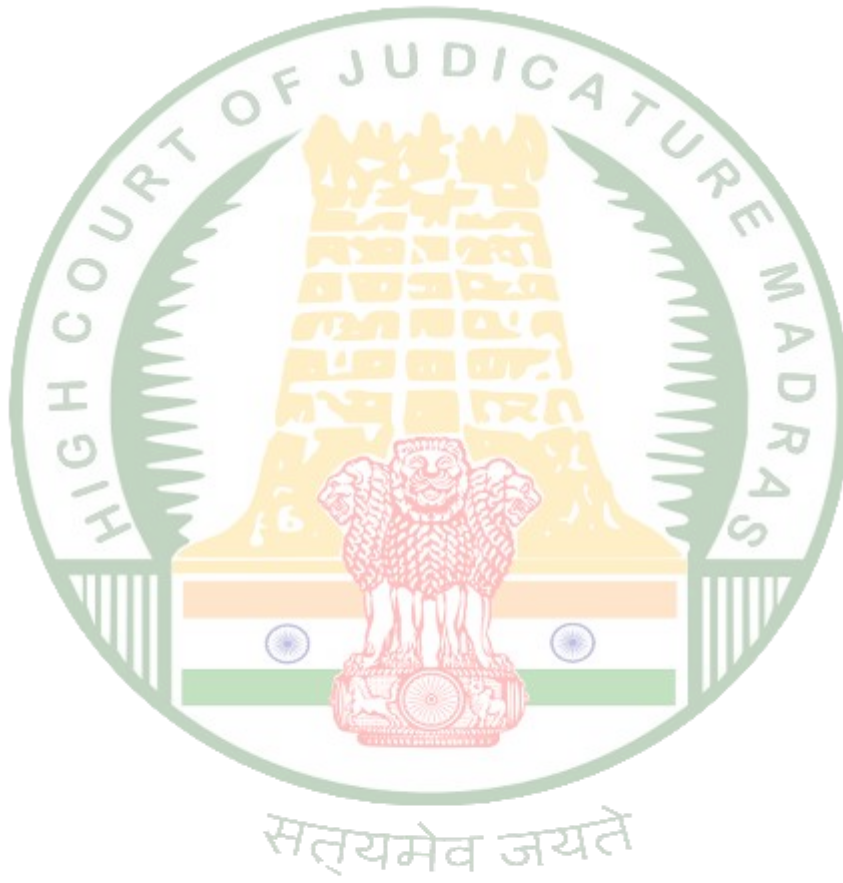
M.SUNDAR, J.

vsm

A.No.8905 of 2019
in A.No.4183 of 2018

WEB COPY

03.12.2019



WEB COPY