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

+ EX.P. 3/2019 & EA No.10/2019 (u/S 151 CPC)

MF BUILDCON PVT. LTD.

..... Decree Holder

Through: Mr. Sanjay Agnihotri and Mr. Z.A. Siddiqui, Advs. with DH in person.

Versus

ANJALI

..... Judgement Debtor

Through: Mr. Sumit R. Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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07.02.2019

1. This order is in continuation of the earlier orders dated 17th January, 2019 and 24th January, 2019.
2. The counsel for the judgment debtor (JD) appears and seeks time to file reply.
3. The counsel for the JD, on enquiry qua possession, states that though the JD was in possession but the decree holder (DH), in end of December, 2018 forcibly took possession of part of the property and of which a police complaint has been filed by the JD. It is further stated that the DH also failed to pay the entire sale consideration by 30th June, 2018 and is now not entitled to the benefit of the settlement. It is yet further stated that the police is not taking any action on the complaint of the JD owing to the pendency of the present proceedings.

4. The counsel for the DH, on enquiry whether there is any proof of part payment of Rs.30 lakhs and of delivery of possession, states that the DH along with EA No.25/2019 has filed its bank statement showing transfer of Rs.30 lakhs to the JD on 5th June, 2018.
5. However, a copy of the said EA No.25/2019 has not been served on the JD. A copy of the same has been given today in Court to the counsel for the JD.
6. The counsel for the DH states that possession of part of the property was given at the time of the said part payment, though there is no writing in this regard.
7. The counsel for the JD states that the JD admits receipt of Rs.30 lakhs but denies that possession of any part was given.
8. Reply be filed within four weeks.
9. Rejoinder, if any thereto be filed within further four weeks thereafter.
10. List on 30th April, 2019.
11. The counsels to come prepared to address on the executability of a compromise, without the reciprocal promise thereunder having admittedly not been performed by the DH within the prescribed time and because of the claim of DH of delivery of possession without any proof thereof.

RAJIV SAHAI ENDLAW, J.

FEBRUARY 07, 2019
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