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

+ RFA 297/2007

M/S. DEWAN CHAND BUILDERS PVT. LTD. & ORS. Appellants

Through: Mr. Parth Goswami, Advocate with
Mr. Tuvansh Mody, Advocate for
appellant Nos.2 and 4.

versus

SH. RAJESHWAR NATH & ORS. Respondents

Through: Dr. Harish Uppal, Advocate with Mr.
Tilleshwar Prasad, Advocate (M.
No.9868241176).

+ RFA 332/2007

M/S. DEWAN CHAND BUILDERS PVT. LTD. & ORS. Appellants

Through: Mr. Parth Goswami, Advocate with
Mr. Tuvansh Mody, Advocate for
appellant Nos.2 and 4.

versus

M/S. ASHOKA ESTATE PVT. LTD. & ORS. Respondents

Through: Dr. Harish Uppal, Advocate with Mr.
Tilleshwar Prasad, Advocate.

+ RFA 372/2007

SHRI RAVI RAJ & ORS. Appellants

Through: Ms. Shreya Sharma, Advocate for
appellant Nos.2 and 3 (M.
No.8447420434).

versus

SH. RAJESHWAR NATH & ORS.

..... Respondents

Through: Dr. Harish Uppal, Advocate with Mr.
Tilleshwar Prasad, Advocate.

+ RFA 128/2009

SHRI RAVI RAJ & ORS.

..... Appellants

Through: Ms. Shreya Sharma, Advocate for
appellant Nos.2 and 3.

versus

SH. RAJESHWAR NATH & ORS.

..... Respondents

Through

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% **06.02.2019**

1. At the request of the parties, RFA No.128/2009 be listed in today's supplementary list. This matter is accordingly taken up.

2. These appeals are disposed of by the following consent order:-

(I) The decree which is passed in the suit no.527/06/80 and reliefs granted as stated in para 21A of the impugned judgment at internal page 77 of the impugned judgment would stand modified and revised as under :-

(a) Prayer (a) will be modified in the sense that appellant nos.2, 3 and 4 will be liable to pay the commercialisation charges as stated in this relief (a) which is granted except that the bank guarantee as stated in this relief clause

need not be extended.

(b). Prayer (b) with respect to grant of completion certificate has become infructuous inasmuch as completion certificate of the suit property has been obtained.

(c) So far as prayer (c) is concerned, the appellants have deposited a sum of Rs.2 lacs in this Court pursuant to the orders dated 25.5.2007 and 27.1.2009 and this amount of Rs.2 lacs deposited by the appellants alongwith accrued interest will be released to the respondent nos.1 to 18/plaintiffs in suit no.527/06/80 through the banking instrument drawn in the name of attorney of the respondent nos. 1 to 18, namely Sh. Jatinder Nath. The Registry before releasing the banking instrument in the name of Sh. Jatinder Nath will verify the original power of attorney in favour of Sh. Jatinder Nath.

(II) The judgment and decree passed in suit no.528/06/85 will stand i.e in favour of the respondent nos.1 to 18 decree will stand for a sum of Rs.4,91,450/- alongwith interest but it is agreed that this decree will not be executed and no payment will be claimed under this decree.

3. Appellant no.1 in RFA Nos.297/2007 and 332/2007 is a company which no longer exists and therefore name of the appellant no.1

M/s. Dewan Chand Builders Pvt. Ltd. is deleted from the memo of parties.

4. Appeals are accordingly disposed of in terms of aforesaid consent order.

VALMIKI J. MEHTA, J

FEBRUARY 06, 2019

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