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

+ **CS(OS) 477/2016**

TAJINDER SINGH GUJRAL Plaintiff

Through: Mr. Abhishek Paruthi, Adv.

versus

GURCHARAN SINGH CHAWLA Defendant

Through: Mr. Rajesh Harnal and Mr. Kunal
Kumar, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **12.02.2019**

1. The counsel for the defendant, in this suit for specific performance of Agreement of Sale of immovable property for a total sale consideration of Rs.6,50,00,000/-, states that the defendant, on receiving the balance sale consideration is agreeable to perform the defendant's part of the Agreement to Sell. It is stated that the defendant has received part consideration of Rs.3,10,00,000/-.
2. The counsel for the plaintiff states that the plaintiff has paid part consideration of Rs.3,90,00,000/-.
3. The differential amount of Rs.80,00,000/- as also most of the other amounts are stated to have been paid in cash.
4. The plaintiff to, on the next date of hearing, appear before this Court in person along with proof of holding the cash which is claimed to be paid in pursuance to the Agreements to Sell and the reflection thereof in the books of accounts and/or returns filed by the plaintiff with the authorities concerned.
5. List on 15th February, 2019.

6. The defendant to also remain present in person on that date.
7. The counsel for the defendant states that the defendant is in Canada.
8. The counsel for the plaintiff states that the defendant is required to produce documents of his title, for examination by the plaintiff.
9. The counsel for the defendant to, on the next date carry with him the original title documents/copies thereof, with respect to the property in favour of the defendant.

RAJIV SAHAI ENDLAW, J

FEBRUARY 12, 2019

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