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

+ **CS(OS) 109/2017**

ROMI GARG

..... Plaintiff

Represented by: Mr. B.B. Gupta, Sr. Adv. with Ms.
Nandani Sahni, Mr. Anchit Singh
Gyani, Advs.

versus

LALIT MODI

..... Defendant

Represented by: Mr. Gaurav Rana, Adv. with
defendant in person.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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17.06.2020

The hearing has been conducted through Video Conferencing.

I.A.4558/2020 (modification/directions in terms of decree dated 14th May, 2020)

1. This suit was decreed by this Court on 14th May, 2020 in favour of the plaintiff/ applicant and against the defendant in the following terms:

“23. 1. In view of the discussion aforesaid the suit is decreed in favour of the plaintiff and against the defendant directing a decree of specific performance of the agreement to sell dated 14th July, 2016 executed between the plaintiff and the defendant. The plaintiff would deposit a sum of ₹ 5,69,00,000/- along with Interest @ 8% per annum from 27th February, 2017 till the date of deposit which will be made in this Court within eight weeks, whereafter the defendant would execute a sale deed in respect of the suit property In favour of the plaintiff within four weeks thereafter and in case the defendant falls to execute the sale deed in favour of the plaintiff within four weeks of the deposit of the amount, an officer of this court would execute the sale deed In

favour of the plaintiff. The defendant is also directed to hand over vacant and peaceful possession of the suit property to the plaintiff within four weeks of the execution of the sale deed in favour of the plaintiff.

24. *A cost of ₹ 50,000/- is allowed in favour of the plaintiff and against the defendant."*

2. Parties i.e. the plaintiff and defendant have now entered into a settlement to the extent that the defendant now prays that the balance amount required to be paid by the plaintiff to the defendant i.e. ₹5,69,00,000/- along with the interest @ 8% p.a. from 27th February, 2017 till the deposit, be made in the name of the daughter of the defendant Ms. Sonia Modi in the form of the cheques, whereafter Lalit Modi the defendant herein would execute sale deed in favour of the nominee of the plaintiff i.e. Ganesh Info Services Pvt. Ltd.

3. The plaintiff and defendant No.1 have both joined the present proceedings through video conferencing and affirm the facts stated in the application.

4. The plaintiff has handed-over four cheques bearing Nos. 721530, 721531, 721532 and 721533 dated 16th June, 2020; first two cheques for a sum of ₹2 crores each and third and fourth cheque for a sum of ₹1,50,50,000/- each, all drawn on Corporation Bank, Hauz Khas Branch, New Delhi.

5. Mr. Lalit Modi states that he has received the four cheques and the sale deed will be executed within 10 days.

6. Application is accordingly disposed of modifying the operative portion of the judgment dated 14th May, 2020 permitting the plaintiff to

hand-over a sum of ₹5,69,00,000/- with interest @ 8% per annum minus TDS, instead of Mr. Lalit Modi in the name of Ms. Sonia Modi for which four cheques have been handed-over and sale deed in terms of agreement to sell be executed in the name of nominee of the plaintiff i.e. Ganesh Info Services Pvt. Ltd., when the physical and vacant possession of the suit property will also be handed-over to the plaintiff or his nominee by the defendant.

7. Order be uploaded on the website of this Court.

MUKTA GUPTA, J.

JUNE 17, 2020
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