



COMP.A.No.399 of 2023

in

C.P.No.339 of 1999

C. SARAVANAN, J.

There is no representation on behalf of the Applicant in the above Application.

2. This Application has been filed by the Applicant to direct the Official Liquidator, High Court, Madras to execute and register the Sale Deed conveying apartment No.18, of Super Build Up Area of 532 Sq.ft. together with 290.74 sq.ft. undivided share or land described in Item No.1 of Schedule-A hereunder more particularly described in the Schedule-B in favour of the applicant.

3. The Applicant has averred in the affidavit that the Applicant had entered into a sale agreement with a previous allottee namely Mrs.Iqbal Begum on 16.06.2003 agreeing to purchase the property for a sum of Rs.3,99,000/- out of which the Applicant claims to have paid certain amounts subsequently to said Mrs.Iqbal Begum.

4. The facts on record indicate that the previous owner/allottee



namely viz., Mrs.Iqbal Begum had herself filed Company Application Nos.360 and 361 of 2017 before this Court in the above Company

Application for a similar direction as detailed below:-

The Company applicant in CA.No.361/2017 praying to direct the respondent to execute the sale deed and other document in favour of the applicant conveying the flat measuring 532 sq.ft with UDS on the ground floor, bearing flat No.018, Block-1, at Alsa Townsville, No.170, Arcot Road, Valasaravakkam, Chennai - 600 087.

These Company Applications coming on this day before this Court for hearing in the presence of M/s.S.Sundar, Advocate for the applicant in both the applications and of Mr.P.AtchuthaRamaiah, Official Liquidator, High Court, Madras, for the respondent in both the applications and upon reading the Judge's Summons and affidavits of Mrs.S.Mrs.Iqbal Begum filed in CA.Now.3604361/2017, the Court made the following order:-

"These applications have been filed, seeking a direction to the Official Liquidator to execute the sale deed and other document in favour of the Applicant, conveying the flat, measuring 758 sq.ft. with undivided share in the first floor, bearing flat No.102, Block-1 at Alsa Townsville, No.170, Arcot Road, Valasaravakkam, Chennai-87 and the flat, measuring 532 sq.ft. with undivided share in the ground floor, bearing flat no.18, Block-1, at Alsa Townsville, No.170, Arcot Road, Valasaravakkam, Chennai-87.

2. In support of the applications, two sale agreements dated 05.03.1996 have been produced as documents. In the said agreements of sale dated 05.03.1996, the total sale consideration is Rs.6,67,040/- and Rs.4,68,160/- respectively and advance amounts of Bs.5,71,555/- and Rs.4,01,149/- respectively had been



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paid and there was a balance of Rs.95,485/- and Rs.67,001/- respectively. The official Liquidator in his report dated 22.06.2017, has stated that there are no document to evidence the payment of advance amount. However, the advance @mounts are reflected in the agreements of sale itself and that can be taken up unless the official Liquidator alleges fraud, which is not the case. The official Liquidator has further stated that the balance sale consideration of Rs.95,485/- and Rs.67,001/- must be paid together with interest. The learned counsel for the Applicant undertakes to pay the said amount within one month.

3. Consequently, the Applicant in both the applications is directed to pay the balance sale consideration of Rs.95,485/- and Rs.67,001/- with interest at the rate of 128 p.a. from the date of the liquidation till the date of payment by way of demand drafts in the name of the Official Liquidator.

4. In the report of the Official Liquidator, it had been further stated that the Applicant should also pay a sum of Rs.22,700/- together with interest at 248 p.a. from 15.03.1996 till the date of payment towards contingency charges and another sum of Rs.15,960/- with interest at 24% p.a. from the same date till the date of payment with respect to both the applications. The said payment shall also be made within a period of one month. For reporting compliance, call on 10.08.2017”

5. The Company Application was allowed by this Court order dated 07.07.2017 by directing the Applicant therein to pay a sum of Rs.95,485/- and Rs.67,001/- @ 12 % per annum from the date of liquidation till the date of payment by way of demand draft in the name



of the Official Liquidator and a further sum of Rs.22,700/- together with interest @ 24 % from 15.03.1996 till the date of payment towards contingency charges and another sum of Rs.15,960/- with interest @ 24% per annum from the same date.

6. It appears that the original allottees/applicant in C.A.Nos.360 and 361 of 2017 has not complied with the order passed by this Court on 07.07.2017 in the above mentioned Company Application.

7. Now this Application has been filed by the present Applicant purportedly on the strength of a Sale agreement dated 16.06.2003 between the Applicant and the said Mrs.Iqbal Begum, the Applicant in Application Nos.360 and 361. The Applicant can ask for the relief only if the rights have been assigned to the Applicant by the Applicant in the Company Application Nos.360 and 361 of 2017 namely Mrs.Iqbal Begum. There are no documents to substantiate the same, having a copy of the agreement dated 16.06.2003 unless the original allottee namely Mrs.Iqbal Begum, Applicant in C.A.Nos.360 and 361 was impleaded in the above application, no orders can be passed. Considering the same, this Company Application is closed with a liberty given to the Applicant



to file a fresh application for the same relief by impleading Mrs.Iqbal Begum either as a co-applicant or co-respondent along with the Official Liquidator.

8. With the above liberty this Company Application is closed.

02.02.2024

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