



A.Nos.6843 & 6844 of 2023

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in C.S.No.68 of 2021

WEB C **N.SATHISH KUMAR, J.**

These applications are filed for the depositing the remaining sale consideration to the credit of the suit in pursuant to the Order of this Court in O.A.No.111 of 2021, wherein, this Court in application filed by the plaintiff for grant of injunction, while dismissing the application directed to deposit a sum of Rs.2,37,00,000/- to the credit of the suit proceedings, within a period of 8 weeks from the date of receipt of a copy of that order.

2. It is to be noted that such amount is the advance sale consideration received by the applicant herein in a sale agreement dated 13.01.2016. This Court directed the respondent in the above order to deposit the said amount within a period of 8 weeks from the date of receipt of a copy of that order. However, the amount has not deposited within such period as directed by this Court. Now, the application is taken out by the first defendant in the suit that subsequent to the agreement, there was a tripartite agreement entered into between the parties, wherein, parties have agreed to settle the matter in giving quitus by paying 5.5. crores. In pursuant to the order, a sum of Rs.50 lakhs is also paid by the first defendant. Therefore, it is the contention that only in those circumstances, the amount could not be deposited as directed by this



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3. Whereas, the learned counsel for the respondent/plaintiff would submit that as per the tripartite agreement, the amount has not been paid by the defendant and in fact, amount received as per the tripartite agreement is also refunded and cheques is also sent to the applicant/defendant which has been purposefully not encashed. Hence, according to the learned counsel, the Tripartite Agreement dated 01.06.2022 is automatically cancelled. Therefore, according to him, at this stage, the defendant cannot be permitted to deposit the amount.

4. Originally, the suit has been filed for specific performance on the basis of sale agreement dated 13.01.2016. It is the undisputed facts that a sum of Rs.2,37,00,000/- is paid as a sale consideration and the same has been received by the defendants. Now, thereafter, it appears that some agreement is entered on 01.06.2022, however, the parties have not acted upon on the basis of such agreement and finding fault with each other. Dehors the allegations of both sides, this Court is of the view that mere deposit of the amount by the defendants as directed by this Court will not prejudice the rights of the plaintiff to establish the case for specific performance. It is admitted that a sum of



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Rs.50 lakhs paid by the defendant, as per the Tripartite Agreement dated 01.06.2022, has not been encashed by the defendant when the cheques were returned by the plaintiff.

5. Such being the position, less that amount, this Court is of the view if the defendants are permitted to deposit the amount of Rs.1,87,00,000/- without prejudice to the rights of the plaintiff and the parties can go for the trial in the main suit. Such view of the matter, the applicants are permitted to deposit a sum of Rs.1,87,00,000/- within a period of two weeks before this Court. On such deposit, the Registry is directed to deposit such amount in anyone of the nationalised bank in interest bearing account. It is made clear that mere deposit permitted by this Court will not prejudice the rights of the parties in agitating their merits in the case.

6. Accordingly, these applications are ordered.

20.03.2024

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