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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 490/2024**
SHWETA GUPTA Plaintiff

Through: Mr. Krishan Kumar, Adv.
versus

SHRI ROHAN BUDHIRAJA & ORS. Defendants
Through: Mr. Lal Singh Thakur, Mr. Sudhir
Tewatia, Mr. Anurag Sharma, Mr.
Prashant Solanki, Mr. Karan, Mr.
Rachit and Mr. Sahil Gandhi, Advs.

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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07.06.2024

I.A. 31705/2024 (exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

CS(OS) 490/2024 & I.A. 31704/2024 (stay)

3. The present suit has been filed seeking following relief:

“a. Pass a Decree of Specific performance of Contract dated 3.12.2023 in favour of the plaintiff and against the defendants, thereby direct the defendants, his legal heirs, attorney, Successor, representative, assignee, agents etc. to execute the sale deed & other title documents respecting the suit property bearing no. E-40, 2nd floor, Lajpat Nagar III, New Delhi in favour of plaintiff and handover the peaceful and vacant possession of suit property bearing no. E-40, 2nd floor, Lajpat Nagar-III, New Delhi to plaintiff after taking all clearance from Municipal Corporation of Delhi, Land and Development office & loan disbursing Bank, in interest of Justice or

In alternative pass a money decree of Rs.2, 17,00,0001- (Rupees Two Crore seventeen lacs only) in favour of the plaintiff and against the defendants alongwith interest @



24% P.A. from the date of filing the present suit till its realization and such amount has been claimed in the following head as under:-

- i. Rs.61,00,000/- (Rupees Sixty One Lacs only) on account of payment made to the defendants while entering into an agreement dated 03-12-2023.*
- ii. Rs.1,36,00,000/- (Rupees One Crore thirty six lacs only) on account of rate appreciation & inflation on the market value of the suit property and*
- iii. Rs. 20,00,000/- (Rupees Twenty Lacs only) on account of damage and compensation.*

b. Pass a decree of permanent injunction in favour of the plaintiff and against the defendants, their successors, legal heirs, representatives, assignees, agents etc. thereby restraining them from creating any third party interest in suit property bearing no. E-40, 2nd Floor, Lajpat Nagar-III, New Delhi, till the recovery of the suit amount of Rs.2,17,00,000/- or till the defendants execute the sale deed and other title documents respecting suit property bearing no. E-40, 2nd floor, Lajpat Nagar-III, New Delhi in favor of plaintiff, in the interest of justice.

c. Award the cost of suit and litigation expenses in favour of the plaintiff and against the defendants as the Hon'ble court deem fit and proper.”

4. The learned counsel for the plaintiff submits that an agreement to sell was executed between the plaintiff and the defendants on 03.12.2023 in respect of the property bearing No. E-40, 2nd floor, Lajpat Nagar III, New Delhi (herein referred to as the ‘suit property’) whereby the defendants agreed to sell the suit property to the plaintiff for a total consideration of Rs. 4.14 crores.
5. An amount of Rs. 61 Lakhs was paid by the plaintiff to the defendants as earnest money. Subsequently the plaintiff applied for the home loan with



the Federal Bank. During due diligence it was found by the said bank that property is in MCD demolition list so the charges are to be paid and NOC is to be obtained before the final disbursement. He submits that this fact was never brought to the notice of the plaintiff.

6. The learned counsel appearing on advance notice on behalf of the defendants on the other hand submits that the defendants are senior citizens and they are ready to execute the sale deed upon receiving the balance consideration.

7. During the course of hearing, the parties who are present in the Court have arrived at compromise on the following terms:

(i) The plaintiff is ready to go ahead with the agreement to sell and purchase the suit property on “as is where is” basis against payment of balance sale consideration of Rs. 3,53,00,000/-.

(ii) The parties have agreed that the plaintiff shall make payment of aforesaid balance consideration, and the defendants shall execute the sale deed in respect of the suit property, on or before 10th July, 2024.

8. The learned counsel for the parties, on instructions from their respective clients, submits that the parties undertake to abide by the aforesaid terms. The undertaking is taken on record.

9. The suit is disposed of as compromised in the above terms. Let decree be drawn accordingly.

VIKAS MAHAJAN
(VACATION JUDGE)

JUNE 7, 2024/N.S. ASWAL