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

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Date of decision: 11.07.2024+ **EFA(OS) 14/2024**

RITA WADHWA

.....Appellant

Through: Mr Anil Airi, Sr. Advocate with Ms
Nandni Sahni and Mr Shashank Sharma,
Advocates.

versus

SANJEEV SARIN SINCE DECEASED

THR LRS AND ANR

.....Respondents

Through: Mr Yakesh Anand with Ms Sonam
Anand, Mr Akshay Thakur and Ms S.L.
Soujanya, Advocates.**CORAM:****HON'BLE MR JUSTICE RAJIV SHAKDHER****HON'BLE MS JUSTICE TARA VITASTA GANJU****[Physical Hearing/Hybrid Hearing (as per request)]****RAJIV SHAKDHER, J.: (ORAL)****CM APPL. 38685/2024**

1. Allowed, subject to just exceptions.

EFA(OS) 14/2024 and CM APPL. 38683/2024 *[Application filed on behalf
of the appellant seeking interim relief]* and **CM APPL. 38684/2024**
*[Application filed on behalf of the appellant seeking condonation of delay of
4 days in filing the appeal]*



2. This appeal is directed against the order dated 29.05.2024 passed by the learned Single Judge [hereafter referred to as, “impugned order”].

3. Mr Anil Airi, learned senior counsel, who appears on behalf of the appellant, says that the order passed by the learned Single Judge is erroneous in view of the directions contained in the order dated 23.04.2024.

3.1 It is Mr Airi’s contention that the terms and conditions for carrying out the auction of the subject property, which were embedded in the order dated 23.04.2024 passed by the learned Single Judge, were revised by the impugned order, and therefore, the appellant is aggrieved.

4. On being queried, Mr Airi says that the suggestion made in paragraph 10 of the order dated 23.04.2024 that proceedings for forfeiture will be undertaken against the parties who do not comply with the order passed on that date resulted in the financial backer of the appellant withdrawing the support.

5. As noted by the learned Single Judge, the court was interacting with the parties and not their respective financial backer.

5.1 Although it was open for the parties to get support from the respective financial backers, their difficulties with the financial backers, as observed by the learned Single Judge, could not derail the auction proceedings.

6. Insofar as the arguments advanced by Mr Airi that the terms of auction have been revised *via* the impugned order, we are not persuaded to accept that submission.

7. The terms of auction were set forth by the learned Single Judge in paragraph 3(i) to (v) of the order dated 23.04.2024.

7.1 Mr Airi has accepted that none of those terms have been varied by the



learned Single Judge in the impugned order.

8. Therefore, the observation by the learned Single Judge in paragraph 10 of the order dated 23.04.2023 that forfeiture proceedings “may be undertaken against the defaulting party” was not adverted to in the impugned order cannot be construed as variation of the terms and conditions of the auction.

9. Mr Sanjeev Anand, learned counsel, who appears on behalf of the respondents i.e., the decree-holders, informs us that as per the terms of the auction recorded by the learned Single Judge, the respondents/decreed-holders have deposited Rs.2.54 crores i.e., 10% of the bid amount with the Registry of this Court.

9.1 Mr Anand says that this amount has been tendered by way of a bank draft in favour of the learned Registrar General of the Court.

9.2 This aspect of the matter is not disputed by Mr Airi.

10. Given this position, we are not inclined to interfere with the impugned order. 11. The appeal is, accordingly, dismissed.

12. The pending applications shall also stand closed.

RAJIV SHAKDHER, J

TARA VITASTA GANJU, J

JULY 11, 2024 / tr