



WEB COPY



A. No.179 of 2025

THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20.02.2025

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

A. No.179 of 2025

in

E.P. No.178 of 2018

I. Nami Priya Third Party / Appellant

vs

1. M/s.Shriram City Union Finance Ltd.,
Rep. by its Authorised Signatory and 5 others ... Respondents

For Applicant : Ms.M. Rakhi
For Respondents : Mr.Periyasamy.P.

This application has been filed aggrieved by the order of the learned Master dated 18.12.2024 passed in Pro. Sale No.4 of 2023 in E.P. No.178 of 2018.

2. This application has been filed by the auction purchaser. The applicant was the successful bidder in the auction conducted by the learned Master. A sale proclamation was issued in Pro.Sale No.4 of 2023. Pursuant to the same, the applicant had participated in the auction



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for the purchase of the subject property. The applicant paid 25% of the

sale price through Court deposit as per the terms and conditions of sale.

As per the terms and conditions of sale, the applicant will have to pay the balance 75% sale consideration, within a period of fifteen days which is also in accordance with Order XXI, Rule 85 CPC. The applicant states that she was not aware that she had to deposit the balance sale consideration, within fifteen days. Since the balance sale consideration of 75% was not paid by the applicant, the learned Master under the impugned order had forfeited 25% of the sale price deposited by the applicant towards purchase of the subject property. In the proclamation of sale, as per Clause 10, if the purchaser fails to comply with any of the conditions of the proclamation of sale, his deposit may, if the Court thinks fit after defraying the expenses of sale be forfeited to Government. However as seen from the impugned order mechanically, the learned Master without assigning any reason has ordered for forfeiture of the 25% of the amount deposited by the applicant, which on a prima facie consideration, this Court finds it as arbitrary, since the 25% amount deposited by the applicant amounts to Rs.7,57,500/-. The proclamation of sale also stipulates that only if the Court thinks fit, the deposit may be forfeited but it does not stipulate that the deposit shall automatically



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stands forfeited by non payment of the balance 75% of the sale price. A counter affidavit has also been filed in this application by the Decree Holder stating no objection for allowing this application.

3. The learned counsel for the applicant has also placed on record a Demand Draft favouring the Registrar General of this Court for a sum of Rs.22,72,500/- towards the balance 75% sale price for the purchase of the property which is the subject matter of the auction. Since the impugned order has been passed mechanically without assigning any reasons and since the applicant has come forward to pay 75% sale price amounting to Rs.22,72,500/- through a Demand Draft favouring the Registrar General of this Court issued by Bank of India, dated 01.02.2025, the impugned order of the learned Master, dated 18.12.2024 passed in Pro. Sale No.4 of 2023 in E.P. No.178 of 2018 is hereby set aside and this application is allowed by recording the fact that the applicant is willing to pay the balance sale consideration of Rs.22,72,500/- by way of a Demand Draft as stated supra. The matter is once again sent before the learned Master for completing the formality of the sale to be confirmed in favour of the applicant. A xerox copy of the Demand Draft is taken on record by this Court. The applicant shall



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deposit the original before the learned Master to enable the learned

Master to confirm the sale in favour of the applicant.

4. Post the matter before the learned Master on 26.02.2025 for confirmation of sale in favour of the applicant.

20.02.2025

Index: Yes/ No

Speaking order / Non speaking order

Neutral citation : Yes / No

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ABDUL QUDDHOSE, J.

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