

Mahesh Singhal vs.bhupinder Narain Bhatnagar

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Court : Delhi

Decided On : Oct-11-2017

Appellant : Mahesh Singhal

Respondent : Bhupinder Narain Bhatnagar

Judgement :

\$~23 * IN THE HIGH COURT OF DELHI AT NEW DELHI % + Judgment delivered on:

11. 10.2017 CS(OS) 354/2012 MAHESH SINGHAL Through versus Plaintiff BHUPINDER NARAIN BHATNAGAR Through Defendant : Mr. Jai Mohan, Advocate. Advocates who appeared in this case: For the

... Petitioner

For the Respondent CORAM:-

"HONBLE MR JUSTICE SANJEEV SACHDEVA : Mr. Sanjay Katyal with Mr. Rajesh Katyal and Mr. Sunil Bhatnagar, Advocates for defendant Nos.1 and 2 with defendant Nos.1 and 2 in person. JUDGMENT1110.2017 CS(OS) 354/2012 1. The plaintiff has filed the present suit seeking a decree of specific performance of Agreement to Sell and Purchase dated 08.08.2011 with regard to property bearing No.213, Dayanand Vihar, Delhi-110092 measuring 163 Sq. Yards.

2. On 15.09.2017, the legal heirs of the deceased defendant had CS(OS) 354/2012 Page 1 of 3 made a statement that they are agreeable to transferring the

- property to the plaintiff in terms of the Agreement to Sell subject to the plaintiff making payment of the balance sale consideration.
3. The matter was adjourned to 26.09.2017 to enable learned counsel for the plaintiff to take instructions as to whether the plaintiff was ready and willing to pay the balance sale consideration.
 4. On 26.09.2017, the case was adjourned to today i.e. 11.10.2017 at the request of counsel for the plaintiff.
 5. Learned counsel for the plaintiff, under instructions, submits that the plaintiff has not been able to make arrangements for the entire balance sale consideration and, accordingly, wishes to forego his rights and claims under the said Agreement to Sell dated 08.08.2011.
 6. Learned counsel for the plaintiff submits that the plaintiff had paid a sum of Rs.10 lakh as an earnest money towards the said Agreement to Sell dated 08.08.2011 and the plaintiff also forgoes his rights, title or claim to seek refund of the said amount.
 7. Learned counsel for the defendants, under instructions from defendant Nos.1 and 2, who are present in Court, submits that the defendants have suffered a substantial loss. However, since the plaintiff is forgoing his rights and claim under the Agreement to Sell dated 08.08.2011 and to seek refund of Rs.10 lakhs, which was paid as earnest money, they would have no objection. CS(OS) 354/2012 Page 2 of 3 8. In view of the above, learned counsel for the plaintiff submits that the plaintiff would like to unconditionally withdraw the suit and give up his rights under the Agreement to Sell dated 8.08.2011 with regard to the subject property and also gives up his claim for refund of Rs.10 lakhs.
 9. The statement is taken on record.
 10. In view of the above, the suit is dismissed as withdrawn.
 11. The interim order dated 13.02.2012, as confirmed by order dated 06.12.2013, is vacated. Crl.M.A. 19259/2012 No.25296/2014 (under Order XII Rule 6 CPC)

(under Section 340 Cr.P.C.), IA All the pending applications also stand disposed of. OCTOBER11 2017 st SANJEEV SACHDEVA, J CS(OS) 354/2012 Page 3 of 3

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