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Ashok Behuria Vs. Ramesh Singh @ Joga Singh and ors.

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Court : Delhi

Decided On : Jan-09-2013

Judge : Suresh Kait

Appellant : Ashok Behuria

Respondent : Ramesh Singh @ Joga Singh and ors.

Judgement :
$~2 * IN THE HIGH COURT OF DELHI AT NEW DELHI % Judgment delivered on:

09. 01.2013 + CM(M) 1344/2012 ASHOK BEHURIA Through: ..... Petitioner Mr. Navin Kumar Jha, Advocate. Versus RAMESH SINGH @ JOGA SINGH & ORS. ..... Respondents Through: Mrs.Suman Bagga, Advocate for Respondent No.3/Insurance Company. CORAM: HON'BLE MR. JUSTICE SURESH KAIT SURESH KAIT, J.

(Oral) 1. Vide the instant petition, the petitioner is seeking issuance of direction to release the FDR of Rs.2,50,000/- in favour of the petitioner.

2. Vide the judgment and award dated 31.05.2012, learned Tribunal awarded a sum of Rs.6,75,000/- as compensation alongwith interest @ 9% per annum from the date of filing the petition till the date of realization of the amount in favour of the petitioner. The learned Tribunal further directed that out of the aforesaid awarded amount, a sum of Rs.5,00,000/- be kept in the form of FDR in the name of the

petitioner for a period of three years with State Bank of India, Saket Branch, District Court Complex, New Delhi.

3. Thereafter, on 08.10.2012, the petitioner entered into an Agreement to Sell and Purchase with one Shri Balkrishan Budhraja S/o Late Sh. Chunni Lal Budhraja R/o Tughlakabad Extension, New Delhi for purchasing a flat forming part of the property bearing No. RZ-60/3-B, IInd Floor, Gali No. 12, Tughlakabad Extension, New Delhi. The petitioner paid a sum of Rs. 1,50,000/- as advance money to the said Seller. Thereafter, the petitioner moved an application before the learned Tribunal for releasing the aforesaid FDR for Rs.5,00,000/-. However, the learned Tribunal, vide order dated 02.11.2012 directed the Manager, State Bank of India, Saket Branch, District Court Complex, New Delhi that out of the said FDR for Rs.5,00,000/- a sum of Rs.2,50,000/- be released in favour of the petitioner.

4. Vide the instant petition, the petitioner has submitted that the petitioner is in urgent and bona fide need of the rest of the amount of Rs.2,50,000/- lying in the above mentioned Bank for paying the rest consideration amount of the purchase of the aforementioned flat for getting transferred in his favour.

5. Apart from this, the Seller of the said flat is time and again putting pressure on the petitioner to pay the rest consideration amount, failing which the part payment made by the petitioner shall be forfeited.

6. Learned counsel for the petitioner submitted that if the said amount is not released, the petitioner shall suffer another misery in his life and will lose the amount already paid by him.

7. Mrs.Suman Bagga, learned counsel appearing on behalf of the respondent No.3/Insurance Company has pointed out that the Agreement to Sell and Purchase has been entered in the name of Ashok Behara', whereas, name of the petitioner is Ashok Behuria S/o Shri Balram, though the residential address is same as of the petitioner. She further submitted that in the aforesaid Agreement to Sell and Purchase, the fathers name of the petitioner is Sh.Bhagwan Behara.

8. To clarify this confusion, learned counsel for the petitioner has produced the original identity card issued by the Election Commission of India vide SBC0044842, wherein the name of the petitioner and his father are mentioned as has been mentioned in the Agreement to Sell and Purchase. He also produced the PAN Card, issued by the Income Tax Department in original showing the names of the petitioner and his father as has been mentioned in the instant petition before this Court and the petition before the learned Tribunal.

9. I have perused both the original cards depicting the photographs of the petitioner. Photocopies of the same have been kept on record and the original cards have been returned to the petitioner in Court. Even otherwise, the petitioner had already received half of the amount as per the directions of the learned Tribunal.

10. In the facts and circumstances of the case, the Branch Manager of the aforesaid Bank is directed to release the entire amount with upto date interest accrued thereon in favour of the petitioner.

11. In view of the above, the instant petition stands disposed of.

12. A copy of this order be given dasti to the learned counsel for the parties. SURESH KAIT, J.

JANUARY 09 2013 sb

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