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

+ **CS(OS) 274/2022**

AJAY JAIN

...

Plaintiff

Through: **Mr. Shekhar Prit Jha, Advocate**

Versus

GURDARSHAN SINGH & ANR.

...

Defendants

Through:

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

% **18.05.2022**

I.A.7605/2022 (Exemption)

1. Subject to the plaintiff filing the original documents sought to be relied upon within four weeks from today, exemption is granted for the present.

2. The application is disposed of.

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3. Let the plaint be registered as a suit.

4. Issue summons in the suit through all permissible modes. The written statement(s) shall be filed within thirty days from the receipt of summons. Along with the written statement(s), the defendants shall also file an affidavit of admission/denial of the documents of the plaintiff.

5. Liberty is granted to the plaintiff to file replication(s) to the written statement(s) within fifteen days from the receipt of the written statement(s).



Along with the replication(s) filed by the plaintiff, an affidavit of admission/denial of the documents of the defendants, be filed by the plaintiff.

6. List before the Joint Registrar on 24th August, 2022 for completion of service and pleadings.

I.A.7604/2022 (O-XXXIX R-1 and 2)

7. The present suit has been filed seeking specific performance of the Agreement to Sell dated 23rd November, 2021 entered into between the plaintiff and defendants, in terms of which the defendants had agreed to sell the property bearing No.2465, Basti Punjabi Sabji Mandi, Delhi-07 (suit property) for a total consideration of Rs.2,42,65,000/-. It is noted in the aforesaid agreement that Rs.86,00,000/- was paid as earnest money. Time was of the essence of the contract and the Sale Deed was to be executed by 30th November, 2021. The plaintiff had written to the defendants asking them to supply the title documents in respect of the suit property, which were required by the bank/financial institution from which the plaintiff was trying to get a loan sanctioned for purchase of the suit property. However, the defendants failed to supply the said documents. Therefore, the plaintiff had to arrange balance funds from friends and relatives.

8. The plaintiff also procured stamp paper of Rs.3,40,000/- and booked the appointment for registration of the Sale Deed at the office of Sub-Registrar I, Kashmere Gate, Delhi after payment of Rs.86,124/-.

9. Legal notice dated 11th January, 2022 was sent on behalf of the defendants to the plaintiff giving the plaintiff fifteen days' time to make the payment. The said notice was duly replied by the plaintiff vide letter dated 3rd February, 2022 wherein it is stated that the defendants had failed to



provide the title documents in respect of the suit property. It was also noted in the said reply that the plaintiff is ready and willing to perform his part of the agreement. No reply thereto has been received from the defendants.

10. Issue notice to the defendants through all modes.
11. Reply(ies) be filed within four weeks.
12. Rejoinder(s), if any, within two weeks thereafter.
13. Plaintiff has made out a *prima facie* case in his favour. Consequently, till the next date of hearing defendants are restrained from creating any third party rights in respect of the suit property.
14. Stamp papers purchased on behalf of the plaintiff have an expiry period of six months. Without prejudice to the rights and contentions of the plaintiff, the plaintiff would be at liberty to get the stamp papers cancelled.
15. List before the Joint Registrar on 24th August, 2022.
16. List before the Court on 1st August, 2022.
17. Compliance report under Order XXXIX Rule 3 of the Code of Civil Procedure, 1908 (CPC) be filed within five days.
18. Copy of this order be given *dasti* to counsel for the plaintiff under the signatures of the Court Master.

AMIT BANSAL, J.

MAY 18, 2022

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