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

+ **CONT.CAS(C) 1286/2022 and C.M. Appl. No. 50740/2022**

MK JAIN & ORS.

..... Petitioners

Through: Mr. Vipul Wadhwa and Ms.Carina
Arora, Advocates.

versus

JASMINE BUILDMART PVT. LTD. & ORS.

..... Respondents

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

% **24.11.2022**

C.M. Appl. No. 50741/2022 (for exemption)

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

CONT.CAS(C) 1286/2022

1. The present petition alleges wilful disobedience/non-compliance of the directions contained in the judgment dated 21.10.2019, passed by this Court in OMP(I)(COMM) No. 280-286/2019. The relevant directions contained in the said judgment/order are as under:-

“50. Having heard the parties, this Court is of the view that if the subject Apartments are not preserved, irreparable prejudice will be caused to the petitioners who have been able to set up a, prima facie, case in their favour for grant of an interlocutory injunction.

*51. The respondent is hereby restrained from executing Sale Deeds in respect of the Apartments, which are the subject matter of the present petitions as well as from parting with the possession, in any manner. I am fortified in grant of this injunction by the judgment of Apex Court in **Dorab Cawasji Warden** (supra) that power to grant injunction*



would include undoing acts illegally done or restoration of what is wrongfully taken from the complaining party.”

2. Learned counsel for the petitioners submits that in contravention of the aforesaid directions, the respondents have sought to execute the sale deed in respect of the apartments which are the subject matter of the aforesaid judgment dated 21.10.2019. In this regard, attention has been drawn to a communication dated 25.06.2020 addressed by the respondents to Mr. Amit Katyal [Annexed as Annexure P-8 (Colly.)], wherein it has been stated by the respondents as under:-

“We are further pleased to inform you that it shall be our endeavor to complete all the modalities for execution and registration of the Conveyance Deed for the Apartment at the earliest on your due clearance of all the payments and/or outstanding dues, and the due receipt thereof in the respective bank accounts and/or completion of documentation as per list of Annexures, upon submission and receipt of which, the time and the process schedule for the execution and registration of Conveyance Deed shall be shared with you. The execution and registration of conveyance deed shall be carried out and concluded on the mutual convenient date thereby transferring, conveying and granting all the rights, title and interest in the Apartment along with the appurtenant thereto.”

3. Learned counsel for the petitioners submits that the aforesaid communication is in the teeth of express and specific directions contained in the aforesaid judgment dated 21.10.2019. He further submits that the aforesaid communication came to the knowledge of the petitioners when the same was filed by the respondents along with the statement of defence in the ongoing arbitral proceedings.

4. Issue notice to the respondents on steps being taken by the petitioners through all permissible modes, including electronically, returnable on 8th



February, 2023. *Dasti* in addition.

5. Let a reply be filed by the respondents within a period of four weeks from today. Rejoinder thereto, if any, be filed before the next date of hearing.

6. In the meantime, the petitioners are at liberty to move the arbitral tribunal for necessary orders with regard to the apartments in question, which shall be considered by the learned Arbitrator on its own merits.

SACHIN DATTA, J

NOVEMBER 24, 2022

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