



\$~1 (Original Side)

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

+ **CS(OS) 877/2024**

M/S ATISHAY JAIN CONSTRUCTIONSPlaintiff

Through: **Mr. Manish Gandhi and Mr. Sahil
Sharma, Advs.**

versus

SH. ANIL KUMAR VERMA & ORS.Defendants

Through: **Mr. Jitender Ratta, Adv. for D-1
Mr. Gaurav Sharma and Mr. Laxman,
Advs. for D-2 and D-3
Mr. Kapil Verma, D-5 in person for
D-4 and D-6
Mr. Mayank Bansal, Adv. for D-7**

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% 24.03.2025

**I.A.46603/2024 (under Section 152 read with Section 151 CPC on behalf
of the plaintiff)**

1. By way of present application the plaintiff is seeking correction of the order dated 05.11.2024, more particularly para 20 thereof.
2. The learned counsel appearing on behalf of the plaintiff/applicant submits that in para 20 of the aforesaid order while recording the submissions of the learned counsel for the plaintiff, it has been wrongly mentioned that payment has also been accepted by the defendant no.1 to the extent of Rs. 50 lacs on 08.08.2024. He submits that the actual figure is Rs.15 lacs.



3. To buttress his submission he has invited attention of the Court to the pleadings in para 12 of the plaint wherein the figure of payment made to the defendant no.1 is mentioned as Rs.15 lacs.
4. In view of the above, issue notice. The learned counsels appearing on behalf of the defendant nos.1, 2, 3 and 7 accepts notice.
5. Likewise, the defendant no.5 appearing in person accepts notice for himself, as well as, for defendant nos. 4 and 6.
6. The learned counsels, as well as, the defendant no.5 submit that since the correction sought is only formal in nature, they have no objection in case the application is allowed.
7. In view of the above, the application is allowed.
8. Accordingly, para 20 is corrected to read as under:

“He submits that the defendant nos.1 to 3 had sent a legal notice dated 11.05.2024 terminating the Agreement to Sell 21.06.2023. However, notwithstanding such termination, further payment has also been accepted by the defendant no.1 to the extent of Rs.15 lacs on 08.08.2024 which itself shows that the legal notice terminating the agreement to sell was given up. It is also the contention of the learned counsel that the agreement to sell was not terminated by the defendant nos. 4 to 6.”
9. With the aforesaid correction, the application stands disposed of.

VIKAS MAHAJAN, J

MARCH 24, 2025

N.S. ASWAL