

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/CRIMINAL MISC.APPLICATION NO. 8249 of 2014**

=====

M/S KHODIYAR ENTERPRISE THR.ITS PARTNER MOHAMMAD YUSUF
ABDULMAJID SHAIKH
Versus
STATE OF GUJARAT

=====

Appearance:

MR MTM HAKIM(1190) for the PETITIONER(s) No. 1,2,3,4
MR ASHISH M DAGLI(2203) for the RESPONDENT(s) No. 2
MR RAKESH PATEL APP (2) for the RESPONDENT(s) No. 1

=====

CORAM: HONOURABLE MR.JUSTICE UMESH A. TRIVEDI

Date : 22/01/2019

ORAL ORDER

Prima-facie, it appears that the agreement to sell executed in between the parties for which part payment was made by the petitioners to the respondent No.2 herein and for remaining amount, cheques were issued. However, it appears that agreement, which is executed by and between the parties, prima-facie, is not legally able to be enforced. Therefore, part consideration, which is required to be paid by the petitioners, is not towards legally enforceable debt, which goes to the root of the case. Hence, **RULE**. Interim relief in terms of para 26(C) is granted till final disposal of this petition. It is clarified that through oversight or mistake, prayer at 26(B) was required to be deleted and instead 26(C) prayer is deleted pursuant to the order passed by this Court dated 2.7.2014, which is now restored as para-26(C). Therefore, prayer at para 26(C) is granted keeping in mind such mistake. The trial Court shall not proceed in

Criminal Case No.3724 of 2013 against the petitioners till final disposal of this petition. Direct service is permitted.

ASHISH M. GADHIYA

(UMESH A. TRIVEDI, J)