



tax, security deposit and the terms of payment. The compensation payable per month was fixed at Rs.8,50,000/- with a price escalation of 15% every three years, The tenure was nine years, Security deposit was fixed at Rs.51.00 lacs. Thus all the essential terms and conditions were arrived at resulting in a binding and concluded contract between the parties.

3. The plaintiffs paid a sum of Rs.8,50,000/- as a part of the deposit by a cheque dated 19.10.2010.

The parties acted upon the contract. The defendant obtained an N.O.C. from the society on 19.2.2011 and again on 21.3.2011. In the course of correspondence, draft agreements were exchanged. The plaintiffs by an e-mail dated 2.5.2011 confirmed the draft agreements forwarded by the defendant and stated that it would sign the same. Under cover of a letter dated 27.5.2011, the plaintiffs enclosed a photo copy of a demand draft in respect of the registration charges and stamp duty. The plaintiffs requested the defendant to intimate the date and time convenient to attend the office of the Sub Registrar.

4. Despite the above concluded contract, the defendant entered into the agreement with a third party. The compensation was Rs.10,74,000/- per month.

5. The plaintiffs have made out more than just a strong prima-facie case, that the only reason for the breach of the agreement was

that the defendant received Rs.2,24,000/- more per month from the third party.

6. Despite the same, I am not inclined to disturb the possession of the third party.

7. However, in view of these facts, the defendants cannot be permitted to avail of the benefits of its own breach of the agreement.

8. In the circumstances, the ends of justice would be met by the following ad-interim order :-

i). The third party shall, from out of the compensation payable to the defendant, deposit Rs.2,24,000/- per month in this Court.

ii). The defendants shall deposit the sum of Rs.8,50,000/- in this Court within two weeks from today.

iii). Upon the amount being deposited, the Prothonotary and Senior Master shall invest the same in any nationalized bank initially for a period of one year and thereafter for like periods of one year each.

The notice of motion to be heard in normal course.