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ORDER SHEET  
IN THE HIGH COURT AT CALCUTTA  
Ordinary Original Civil Jurisdiction  
ORIGINAL SIDE

GA 41 of 2018  
GA 3511 of 2018  
CS 1147 of 1947

SMT. SAILI GHOSE & ORS.  
Versus  
DEBAPRIYO SEN & ORS.

GA 42 OF 2019  
GA 164 OF 2019  
CS 1147 OF 1947

SMT. SAILI GHOSE & ORS.  
Versus  
DEBAPRIYO SEN & ORS.

BEFORE:

The Hon'ble JUSTICE SHEKHAR B. SARAF

Date : 14<sup>TH</sup> SEPTEMBER, 2020.

For Petitioner : Mr. Chayan Gupta, Adv.  
Mr. H. P. Basu, Adv.  
Mr. Manas Das, Adv.  
Mr. Reetobroto Mitra, Adv.

For Respondent : Mr. Debashis Sarkar, Adv.  
Ms. Deblina Lahiri, Adv.

1. Mr. Mitra, learned Counsel appearing on behalf of the petitioners (Shebaites) have agreed with the Counsel on behalf of the present promoter, Patodia Real Estate Private Limited that the sale that had been effected by this Court on January 24, 2014 and March 7, 2014 be cancelled. Both sides have agreed that the sale may be cancelled

subject to refund of a sum of Rs.14,60,000/- (Fourteen Lakhs Sixty Thousand) along with interest at the rate of 8% per annum from the respective date of payments that were made by the erstwhile promoter to the petitioners. Apart from the above amount, a sum of Rs.5,40,000/-(Five Lakhs Fourty Thousand) shall also be paid by the petitioners to the erstwhile promoter in lieu of expenses and other incidental expenses incurred by the erstwhile promoter.

2. Mr. Mitra, submits that Abode Developers and Promoters, a partnership firm is willing to purchase the said property at a sum of Rs.1,00,000,00/-(One Crore).
3. Mr. Mitra referred to a letter dated September 10, 2018 in GA No.3511 of 2018, (new GA No.41 of 2018) and a letter dated September 10, 2018 in GA No.164 of 2019 (new GA No.42 of 2019) to indicate that both portions of the property shall be developed by Abode Developers and Promoters.
4. Mr. Mitra further submits that the refund that is to be paid by the petitioners shall be made from the funds made available by the new purchaser.
5. In light of the above, I am of the view that an order may be passed in terms of the orders dated January 24, 2014 and March 7, 2014 with respect to the two portions of the property. The leave granted in the said orders is now extended to the petitioners with reference to the new developer being Abode Developers and Promoters.
6. I make it clear that the order passed in Court today shall be subject to entire payment made by the petitioners or on behalf of the

petitioners to the erstwhile purchaser Patodia Real Estate Private Limited.

7. The payments have to be paid in the following manner :
  - a) Rs.14,60,000/- to be paid by September 18, 2020.
  - b) The balance payment of Rs.5,40,000/- and the interest on Rs. 14,60,000/- to be paid by October 9, 2020.
8. The above payment should be paid by way of bank drafts in favour of the Patodia Real Estate Private Limited and handed over to the advocate-on-record appearing on behalf of the Patodia Real Estate Private Limited.
9. Upon the above payments being made, the sale as indicated above shall stand in favour of the Abode Developers and Promoters.
10. Affidavit of compliance may be filed on the adjourned date.
11. Let this matter appear on October 14, 2020.

(SHEKHAR B. SARAF, J.)