

ITEM NO.58

COURT NO.13

SECTION XIV

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition for Special Leave to Appeal (C) No.9111/2025

[Arising out of impugned final judgment and order dated 28-10-2024
in RSA No. 15/2011 passed by the Gauhati High Court]

BASANTA DAS & ANR.

Petitioner(s)

VERSUS

GIRISH CH. DAS

Respondent(s)

FOR ADMISSION and I.R.

IA No. 70828/2025 - CONDONATION OF DELAY IN FILING

IA No. 70830/2025 - EXEMPTION FROM FILING O.T.

Date : 28-04-2025 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE J.B. PARDIWALA

HON'BLE MR. JUSTICE R. MAHADEVAN

For Petitioner(s) : Mr. Avijit Roy, AOR

For Respondent(s) : Mr. Rishikesh Haridas, Adv.

UPON hearing the counsel the Court made the following
O R D E R

1. Our order dated 28.3.2025 reads thus:-

"1. Delay condoned.

2. Exemption Application is allowed.

*3. Having heard the learned counsel appearing for the
petitioners (original plaintiffs) and having gone through
the materials on record, we take notice*

*of the fact that the agreement of sale is dated
30-07-2002. The total sale consideration fixed in the
agreement of sale is Rs.1,90,000/- (One Lakh and
Ninety Thousand only).*

4. It is the case of the petitioners - plaintiffs that an amount Rs.50,000/- was paid towards earnest money at the time of execution of the agreement of sale.

5. The trial court decreed the suit in favour of the plaintiffs. However, in First Appeal, the Appellate Court reversed the decree. The plaintiffs lost before the High Court in the Second Appeal.

6. We would like to know from the respondent (original defendant) as regards the receipt of Rs.50,000/- towards earnest money and why he should not be asked to refund this amount of Rs.50,000/- to the plaintiffs along with interest from the date of its receipt, i.e., from the date of agreement of sale, i.e., 30-07-2002.

7. Issue notice only for the limited purpose as aforesaid returnable on 28-4-2025.

8. Dasti service, in addition, is permitted."

2. Today when the matter was taken up for hearing, the learned counsel appearing for the respondent(original defendant) has expressed his reluctance to pay back the amount of Rs.50,000/- which he had received by way of earnest money with interest.

3. In such circumstances, we believe that we should now look into the main relief of specific performance of contract as prayed for by the plaintiff.

4. Leave granted. Expedited.

(CHANDRESH)
ASTT. REGISTRAR-cum-PS

(POOJA SHARMA)
COURT MASTER (NSH)