

ITEM NO.29

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 SSPECIAL LEAVE PETITION (CIVIL) Diary No.10542/2025

[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 SLP & IA
No. 70830/2025 - EXEMPTION FROM FILING O.T.)

Date : 28-03-2025 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) :

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

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 of 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.

(VISHAL ANAND)
ASTT. REGISTRAR-cum-PS

(POOJA SHARMA)
COURT MASTER (NSH)