

SUPREME COURT OF INDIA
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (Civil) No(s).12626/2006

(From the judgement and order dated 21/02/2006 in CR No.1746/2005
of The HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH)

AJAY MAHAJAN Petitioner(s)

VERSUS

NAZAR SINGH & ANR. Respondent(s)

[With prayer for interim relief and office report]

Date: 09/10/2007 This Petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE ALTAMAS KABIR
HON'BLE MR. JUSTICE V.S. SIRPURKAR

For Petitioner(s) Mr. Shyam Divan, Sr. Adv.
Ms. Ruchi Kohli, Adv.
Mr. Anurag Dubey, Adv. for
Mr. S.R. Setia, Adv.

For Respondent(s) Mr. Lekh Raj Rehalia, Adv. for
Mr. R.C. Kaushik, Adv.

UPON hearing counsel the Court made the following
ORDER

The Special Leave Petition is disposed of in terms of the signed
order with no order as to costs.

(Subhash Chander)
Court Master

(Kanwal Singh)
Court Master

[Signed order is placed on the file]
IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

SPECIAL LEAVE PETITION(C)NO.12626 OF 2006

Ajay Mahajan @ Ajay GuptaPetitioner

Versus

Nazar Singh & Anr.Respondents

ORDER

Having heard the learned counsel for the respective parties, we

are inclined to dispose of the Special Leave Petition at this stage itself.

As would appear from the submissions made on behalf of the respective parties, the petitioner herein entered into an Agreement for Sale with the respondent nos.1 and 2 on 30th June 2000 for sale of the suit property measuring 40 canals. The agreement contained the terms relating to payment of the sale price amounting to Rs.1,65,00,000/- (Rupees One Crore Sixty Five Lac only) in instalments. It was also indicated in the agreement that the balance, after payment of the said instalments, was payable at the time of the execution and registration of the Sale Deed on 31st December 2002. The agreement also recorded that the possession of the suit property had been delivered to the petitioner at the time of its execution.

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Admittedly, apart from payment of a sum of Rs.5 lac towards the total consideration, no further payment has been made by the petitioner to the respondents in terms of the agreement. However, on a subsequent date, viz., 21st October 2003, the petitioner filed a suit for specific performance of the agreement and also prayed for an interim order of injunction therein. Such interim order having been refused by the trial court, the petitioner went up in appeal before the first appellate court which also dismissed the appeal. The High Court thereafter passed an interim order on 28th March 2005 directing that alienation of the suit land would remain stayed till further orders. Ultimately, however, by order impugned in this Special Leave Petition, the said order was varied and on 21st February 2006, while admitting the revisional application, the High Court granted liberty to the defendants, namely, the respondents herein, to alienate the suit property during the pendency of the civil suit filed by the petitioner. It was, however, stipulated that it would be obligatory on the part of the respondents to mention in the Sale Deed about the factum of the pendency of the civil suit.

As indicated above, this Special Leave Petition has been filed by the petitioner against the said order granting liberty to the defendants to alienate the suit property during the pendency of the civil suit.

When the matter was listed on 11th August 2006, this Court had directed issuance of notice and had also directed that in the meantime there would be interim stay of the impugned order of the High Court.

The matter has now come up at this stage after notice and after hearing the learned counsel for the parties, we feel that the interest of justice would best be served if we continue the order which had been passed on 11th August 2006 but with certain conditions.

Neither of the parties are able to tell us as to the stage in which the suit is at present pending, but having regard to the fact that the suit had been filed in 2003, we feel that the same should be disposed of at an early stage. We, accordingly, direct the trial court to dispose of the suit within a period of six months from the date of communication of this order.

The petitioner herein shall deposit with the trial court the entire balance amount payable in respect of the Agreement for Sale within four weeks from date. In the event such amount is deposited, the trial court shall invest the same in a term deposit which shall be kept renewed till the disposal of the suit. The said amount, together with accrued interest, will be disbursed in accordance with the final outcome of the suit.

The parties shall cooperate with the trial court in ensuring that the suit can be disposed of within the time fixed by us.

The interim order passed by this Court on 11 th August 2006 shall continue till the disposal of the suit. However, if the petitioner defaults in depositing the balance amount in terms of this order within the time stipulated, this order will cease to have any effect and will no longer remain operative.

We make it clear that this order should not influence or prejudice the trial court in any way from deciding the suit on its merits. All questions of law are left open.

The Special Leave Petition is disposed of accordingly with no order as to costs.

.....J.
[ALTAMAS KABIR]

.....J.
[V.S. SIRPURKAR]

New Delhi.
October 09, 2007.