

ITEM NO.2

COURT NO.6

SECTION XVI

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

RECORD OF PROCEEDINGS

CIVIL APPEAL NO(s). 5168 OF 2000

SANCHAYANI SAVINGS INVESTMENT(I) LT.&amp;ORS

Appellant (s)

VERSUS

STATE OF WEST BENGAL &amp; ORS

R espondent(s)

(With appln(s) for directions and intervention and impleading party and permission to submit additional

documents and clarification/modification of Court's Order and intervention and directions and exemption from filing O.T. of annexure)

ITEM NO. 1 of the 17th Status Report

ITEM NO. 4(a) of the 17th Status Report

ITEM NO. 4 (b)of the 17th Status Report

ITEM NO. 4(c) of the 17th Status Report

ITEM NO. 5 of the 17th Status Report

ITEM NO. 6(a) of the 17th Status Report

ITEM NO. 6(b) of the 17th Status Report

ITEM NO. 6(c) of the 17th Status Report

ITEM NO. 6(d) of the 17th Status Report

ITEM NO. 6(e) of the 17th Status Report

ITEM NO. 7 of the 17th Status Report

WITH CONMT.PET.(C) NO. 389 of 2004 in C.A.No.5168 of 2000

(With appln.(s) for permission to submit additional documents and office report)

Date: 07/09/2006 This Appeal was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE B.P. SINGH

HON'BLE MR. JUSTICE ALTAMAS KABIR

For Appellant(s)

Mr. S.V. Deshpande, Adv. (NP)

Mr. Anoop G. Chowdhry, Sr. Adv.

Ms. June Chowdhry, Adv.

Mr. Sidharth Chauhan, Adv.

Mr. Ashish Sethi, Adv.

Mr. Ugra Shankar Prasad, Adv.

Mr. Sanjay Bansal, Adv.

Mr. Ashu Bhatia, Adv.

Mr. G.K. Bansal, Adv.

For the applicant

Mr. Ravinder Srivastava, Sr. Adv.

Mr. Chandra Prakash, Adv.

Mr. L.R. Singh, Adv.

Mr. Vivek Singh, Adv.

For applicant in IA.40: Mr. Uday U.Lalit, Sr. adv. (NP)

Mr. Manish Pitale, Adv.

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Mr. Gaurav Agrawal, Adv.

For Applicant in IA 43

Mr. Manish Pitale, adv.

Mr. C.S. Ashri, Adv.

For Applicant in IA 44

Mr. Uday U.Lalit, Sr. Adv.

Mr. Manish Pitale, Adv.

Mr. Indranil Damle, Adv.

Mr. C.S. Ashri, Adv.

For Applicant in IA 42

Mr. C.A. Sundaram, Sr. adv.

Mr. Vishal Anand, Adv.

Mr. Santosh Mishra, Adv.

Mr. Avinash Gupta, adv.

Mrs. Sharmila Upadhyay, Adv.

For Applicants in IA 46 Mr. Harish Dangre, Adv.

and IA 47 Mr. C.S. Ashri, Adv.

For Applicant in IA 48 Mr. Manish Pitale, Adv.

Mr. Pavan Kumar, Adv.

For Applicant in IA 49 Mr. Harish Dangre, Adv.

Mr. Gaurav Agrawal, Adv.

For Applicant in IA 41 Mr. M.N.Rao, Sr. adv.

Mr. Satyajit A. Desai, Adv.

Ms. Anagha S. Desai, Adv.

Mr. Venkateswara Rao Anumolu, Adv.

Mr. D.N. Goburdhun, Adv.

Ms. Pinky Anand, Adv.

Ms. Geeta Luthra, Adv.

For Respondent(s) Mr. Deba Prasad Mukherjee, Adv.

Mr. Rana Mukherjee, Adv.

Mr. Siddharth Gautam, Adv.

Mr. Goodwill Indeevar, Adv.

Mr. D. Mahesh Babu, Adv.

Mr. Ramesh Babu M.R., Adv.

Ms. Manisha Singh, Adv.

Mr. Srinjoy, Adv.

Mr. B.B.Sawhney, Sr. Adv.

Ms. Indra Sawhney, Adv.

Mr. Pradip Ghosh, Sr. adv.

Mr. A.K.Roy, Adv.

Mr. Rauf Rahim, Adv.

Mr. Iqbal, Adv.

For intervenor Mr. Vishal Anand, Adv.

Mr. Avinash Gupta, Adv.

Ms. Sharmila Upadhyaya, Adv.

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Mr. M.L. Lahoty, Adv.

Mr. Paban K. Sharma, Adv.

Mrs. Poonam Lahoty, Adv.

Mr. S.N.Bhat, Adv.

Mr. Abhishth Kumar, Adv.

Mr. Ajit Kumar Pande, Adv.

Mr. Prashant Kumar, Adv.

Mr. Mukesh K. Giri, Adv.

Mr. Vishwajit Singh, Adv.

Mr. Varinder Kumar Sharma, Adv.

Mr. Ashiesh Kumar, Adv.

Mr. Rahul Srivastava, Adv.

Ms. Suparna Srivastava, Adv.

Ms. Pooja Matlani, Adv.

Mr. Rajesh Srivastava, Adv.

Mr. Ajay Choudhary, Adv.

Mr. Vijay Raghavan, Adv.

Mr. T.Raja, Adv.

Mr. A.N.Bardiyar, Adv.

Mr. Raja Chatterjee, Adv.

Mr. Sachin Das, Adv.

Ms. Rajni Bhagat, Adv.

Mr. G.S.Chatterjee, Adv.

Mr. Manu Nair, Adv.

for M/s Suresh A.Shroff & Co., Adv.

Mr. B.S.Banthia, Adv.

Mr. Vikas Upadhyay, Adv.

Mr. Arun K. Sinha, Adv.

Ms. Hema Sahu, Adv.

Mr. C.L.Sahu, Adv.

For City Builders  
and Developers

Mr. P.V.Dinesh, Adv.

Dr.K.P.Kylashnath Pillay, Adv.

Mr. Himanshu Gupta, Adv.

Mr. Brij Kishor Sah, Adv.

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Mr. S.M. Jadhav, Adv.

Mr. S.Kamran Razvi, Adv.

Mr. Farrukh Rasheed, Adv.

Mr. V.N.Raghupathy, Adv.

For Special Officer:

Mr. L. Nageshwar Rao, Sr.Adv.

Mr. C.K. Sasi, Adv.

Ms. Suruchi Aggarwal, Adv.

Mr. Ayushya Kumar, Adv.

For Akruti Venture

Mr. Shekharprit Jha, Adv.

Mr. A.K.Roy, Adv.

Mr. Bipin Kumar Jha, Adv.

Mr. K.N. Madhusoodhan, Adv.

MR. R. Satish, Adv.

Mr. G. Prakash, Adv.

Ms. Beena Prakash, Adv.

UPON hearing counsel the Court made the following

O R D E R

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tatus Report :

Item No. 2(b) 11(Eleven) flats of Sanchayani City situated at CBD Belapur, Navi Mumb

ai

Mumbai is a joint The Sanchayani City situate at C.B.D. Belapur, Navi

City Builders and venture project of M/s. Sanchayani Savings Investment (I) Ltd. and

Developers Pvt. Ltd.

i and the cost of Broadly speaking, the land belongs to M/s. Sanchayan

rs are construction is also to be borne by M/s. Sanchayani. The City Builders as develop

the two partners in the only entitled to 40% of the profits. Obviously, the rights of

ed project have to be worked out in accordance with the agreement. What we have stat

nt between the hereinabove gives only a very broad picture of the nature of arrangeme

parties.

ts have been Out of total 150 units constructed as part of the project, 147 uni

hayani sold and only 2 flats and one shop remain to be sold. Of the units sold, M/s. Sanc

.B.D. have purchased 11 units in Sanchayani City at Plot Nos. 62, 63 and 64, Sector 15, C

Belapur, Navi Mumbai, which are as follows :-

(i)

Row House No. 102

(ii)

Row House No. 103

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- (iii) Flat No. 203
- (iv) Flat No. 205
- (v) Flat No. 304
- (vi) Flat No. 305
- (vii) Flat No. 306
- (viii) Pent House No. 1403
- (ix) Pent House No. 1404
- (x) Pent House No. 1405
- (xi) Pent House No. 1406

With a view to dispose of these 11 units, this Court had directed publication of an advertisement which, we are informed was published on 22.4.2006. It is not in

dispute before us that the Special Officer has taken possession of the aforesaid units.

Three offers have been received, but out of them 2 offers made by Shri Punit Saxena and Shri A.H.Mittal are only for one flat each. M/s. Scotts Plantations (P) Ltd. earlier made an offer of Rs.3.61 crores which, they have now, enhanced to Rs. 3.80 crores by their revised offer dated 2.9.2006. Their offer is inclusive of dues of water, any other taxes, charges of government agency and building society till the date of purchase. This is the highest written offer which the Special Officer has received pursuant to the advertisement.

M/s. City Builders and Developers Pvt. Ltd., which is a partner in the

project, has also offered a sum of Rs.3.35 crores for the 11 units. They have also

undertaken to complete the project to the satisfaction of all occupiers and according to them they will have to spend another sum of approx. Rs. 65 lakhs for completing the project.

As we have noticed earlier, the project is a joint venture and at this stage

only the 11 units owned by M/s. Sanchayani are to be sold. The joint venture will

continue in accordance with the agreement between the parties. Obviously, therefore the incomplete structure has to be completed with a view to make it habitable and to provide

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all facilities, amenities etc. promised to the purchasers.

Having regard to the offer received by us, we consider the offer of M/s. Scott Plantations (P) Ltd. to be acceptable, being the highest offer. M/s. Scott Plantations are represented by Shri L.R. Singh, Advocate. It is stated that the amount of Rs. 3.80 crores shall be deposited within a period of four weeks from today with the Special Officer by way of Demand Draft/Manager's Cheque payable at Kolkatta. On payment being made, the Special Officer together with the authorised representative/signatory of M/s. City

Builders and Developers shall execute necessary conveyance deed in favour of M/s. Scotts Plantations (P) Ltd. In case, the amount is not deposited within the period as directed, we shall consider whether the second highest offer of M/s. City Builders and Developers may not be accepted. The demand drafts received from Shri Saxena and Shri Mittal, whose

offers have not been accepted may be returned to them.

We direct the Special Officer and M/s. City Builders and Developers to

complete the accounts with a view to ascertain the amount so far received by sale of the

properties and spent on construction, and in all other respects, including the amounts

which may have been withdrawn by M/s. City Builders and Developers and/or M/s.

Sanchayani. The complete accounts shall be placed before this Court on the next date of

hearing. We direct the Special Officer as well as M/s. City Builders and Developers to

finalise the accounts in consultation with each other. We are informed by learned counsel

appearing for M/s. City Builders and Developers that they have already submitted their

accounts to the Special Officer upto March, 2005. Whatever subsequent expenses have

been incurred by M/s. City Builders and Developers must also be communicated to the

Special Officer and necessary accounts submitted.

We are also informed by counsel appearing on behalf of M/s. City Builders

and Developers that on account of non-completion of the project they have to face civil

and criminal proceedings. Since it is expected that the project will be completed shortly,

it will be open to M/s. City Builders and Developers to produce a copy of this order

wherever necessary and seek appropriate orders from the courts concerned.

Put up this matter on 12th October, 2006.

Item No.4(a)

Residential Flat at Golden Height Mumbai

A residential flat at Golden Height Mumbai, Unit No.12, 8th Floor, Wing B,

Anant Patil Marg, Dadar (W), Mumbai-400028 belonging to M/s Sanchayani Savings &

Investment(I) Ltd. was advertised for sale. Pursuant to the advertisement published on 14th July, 2005 prescribing the reserve price of 94.72 Lacs, only one offer was received, that of

Anjali A.Tamhane offering the reserve price namely Rs.93.72 Lacs. Even this offer was

received on 5.10.2006 i.e. after the last date fixed for receipt of tenders namely 27.8.2005.

Since it was the only offer made, we did not consider it appropriate to accept the offer and

decided to wait for better offers to come. As a result, we have received three other offers

for the said flat namely, offer of M/s Sukrut Realtors for Rs.1,01,00,000/-, M/s Scott

Plantations (P) Ltd. for Rs.1,02,90,000/- and M/s Distent Barter Pvt. Ltd. for Rs.98.406

lacs.

Ms. Anjali A. Tamhane improved her offer to match the offer of Scott

Plantations (P) Ltd. M/s Scott Plantations (P) Ltd. also showed its interest in increasing its

offer and we, therefore, requested Counsel for both Ms. Anjali A.Tamhane and M/s Scott

Plantations (P) Ltd. to make their best offers. Ms. Anjali A.Tamhane has offered Rs.

1,16,00,000/- for the flat while M/s Scotts Plantations (P) Ltd. has offered a sum of Rs.

1,09,78,000/-. Being the highest bidder, we accept the offer of Ms. Anjali A. Tamhane.

As prayed for, we grant six weeks time to Ms. Anjali A.Tamhane to deposit the amount with the Special Officer by a demand draft payable at Calcutta.

In case the

deposit is not made within the period prescribed, we shall consider whether the next best offer of Scotts Plantations (P) Ltd. should not be accepted.

Upon deposit being made, the Special Officer will execute a conveyance deed in favour of Anjali A. Tamhane who shall get the same registered at her cost.

All the statutory and other dues relating to the period prior to the date of sale

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of the flat shall be borne by M/s Sanchayani Savings Investment (I) Ltd.

ITEM NO.4(b)

Laxmi Commercial Complex : 2nd

, 3rd

and 5th floor

Three units located on the 2nd, 3rd and 5th floor of Laxmi Commercial Complex,

Senapati Bapat Marg, Dadar (W), Mumbai were advertised for sale on July 14, 2005.

There was no response to the advertisement till the last date i.e. 27th August, 2005.

However, on 14th February, 2006 an offer was received from Shri Shanti Lal D. Maru

offering a sum of Rs.6,01,00,000/- for the three units.

By Order dated 25.7.2006, we decided to wait for better offers and also

permitted Shri Shanti Lal D. Maru to improve his offer. Pursuant thereto, Shri Maru

improved his offer to Rs.6,21,00,000/- by his revised offer dated 5.8.2006

. Three other

offers were received. M/s. Sukurt Realtors offered Rs. 6,05,00,000/- for the three units

while M/s Scotts Planatations (P) Ltd. Offered 6,95,17,500/- for the three units. M/s

Distent Barter Pvt. Ltd. offered a sum of Rs.6,17,64,100/- for the three units.

Today, two of the offerers have further improved their offers. The best offer

of M/s Scotts Planatations (P) Ltd. is Rs. 7,80,00,000/- whereas Shri Shanti Lal D. Maru

has offered Rs. 7,85,00,000/- for the three units. The offer of Shri Shanti Lal D. Maru

being the highest, we accept his offer.

Shri Shanti Lal D. Maru prays for six weeks time to make the deposit. Upon deposit being made, the Special Officer shall take steps to get a conveyance deed executed which shall be registered at the expense of the purchaser.

The liability in respect of the dues relating to the period prior to the sale of the

three units shall be borne by M/s Sanchayani Savings Investment (I) Ltd.

The Special Officer shall consider the feasibility of removing the documents

etc. kept in the premises to Calcutta or to shift them to any other appropriate

accommodation that may be available in Mumbai itself.

Item No.4(c)

Shri Vardhan Complex, 4, RNT Marg, Ward No.41, Southern Portion, Indore (M.P.)

M/s Sanchayani Savings Investment (I) Ltd. offered for sale portions of first

and second floor of Shri Vardhan Complex, 4, RNT Marg, Ward No.41, Indore, M.P. It

appears that earlier an advertisement was issued for the sale of three portions located on

the first floor. Some offers have since been received in respect of the portions of the

property on the first floor.

So far as the second floor is concerned, it has been separately advertised and

offers have also been received which are scheduled to be inspected on 8th, 9th and 10th

September, 2006.

It was suggested by counsel appearing for the parties that it may be possible to

attract better offers if both first and second floor are advertised for sale together. The

Special Officer suggests that we may issue an advertisement offering for sale the

Sanchayani properties on both the floors namely first and second floor.

Having regard to the fact that several offers have already been received, we

direct that a fresh advertisement may be issued for sale of M/s Sanchayani's properties

located on the first and second floor of Shri Vardhan Complex, but at the same time, all

those persons who have made offers for either the first or the second floor should be

informed that they may bid for both the floors. On the next date we shall consider, having

regard to the offers made, as to whether both the floors should be sold together or each

floor may be sold separately, depending upon the offers made.

Put up on 12th October, 2006.

Item No.5

This matter will be taken up on 12th October, 2006.

Item No.6

Golaghata Property, Kolkata

Item No.6 of the 17th Status Report is concerned with the property situated at 81, 82 and 86, Golaghata Property, Kolkata 71. The number of flats with which we are concerned is 39.

M/s Sanchayani Savings Investment (I) Ltd. Entered into an agreement for

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purchase of the flats with Smt. Sabita Rani Sapui and others, the owner of land/confirming party and M/s Deepti Promoters Pvt. Ltd/Girdhar Promoter Pvt. Ltd., the developers.

We are informed that a sum of Rs.7.22 Crores has since been paid by M/s

Sanchayani. The developers have claimed the balance amount plus interest amounting to Rs.64.71 Lacs.

These properties have never been advertised for sale earlier. It may be that by

selling all the flats together, we may be able to get a better price. We, therefore, direct the

Special Officer to make a survey and find out the present market value of the flats in

question and whether it would be advisable to sell all these flats together or individually.

Apart from this, we also consider it advisable that an adve

rtisement be

published for sale of all the 39 flats. The advertisement will clarify that offers are invited

for all the 39 flats together and also for the flats individually.

The advertisement shall be published in one insertion each of a local Bengali newspaper and English Daily with wide circulation in Bengal.

The advertisement will also clarify that the purchaser has to pay the maintenance charges, municipal tax and electricity charges which are presently due in respect of the property offered for sale.

Put up on 12th October, 2006.

I.A. No. 40/2006

The property in dispute in the instant application is Flat No. 302, 3rd Floor,

Sanchayani Loknath Tower, Dhantoli, Nagpur. Pursuant to the order of this Court dated

11.5.2006, the premises were sealed on June 5, 2006 by the District Magistrate and the

application filed before the District Magistrate was also rejected on 17th June, 2006.

The facts of the case, as they appear from the record, are that the applicant

claims that on 18.10.1994 he booked the aforesaid flat and paid a sum of Rs. 50,000/- by way

of advance. On 7.8.1995, the applicant called upon M/s. Sanchayani Savings & Investments

(India) Ltd. to execute a sale deed. Since the sale deed was not being executed, he filed a

civil suit being Regular Civil Suit No. 1846/1997 on 17.10.1997 before the Civil Judge,

Junior Division, Nagpur wherein a declaration and mandatory injunction was prayed for and it was also prayed that the defendants may be directed to execute a sale deed in favour

of the applicant. It appears that till 20.7.2002 the defendant-respondent Sanchayani

Savings and Investment (India) Ltd. was represented but on that date a pursoris was filed by

the counsel for Sanchayani stating that he had no instructions in the matter. Ultimately the

suit was decreed ex-parte on 19.6.2004 and the defendant Sanchayani was directed to

execute a sale deed in respect of the flat in question and to deliver vacant physical

possession to the applicant.

The applicant claims that he deposited the balance sum of Rs. 7,19,390/- in the

Trial Court on 14.7.2004 and thereafter issued a notice on 11.10.2004 to the Managing

Director of M/s. Sanchayani Savings & Investments (India) Ltd. informing him of this fact

and praying for necessary steps to be taken by him in view of the decree passed in his

favour. The applicant claims that he came to know later the changed address of M/s.

Sanchayani Savings & Investments (India) Ltd. and on that address he sent another notice

to the Special Officer on 2.11.2004. That notice was not accepted and was returned as

refused. Thereafter the applicant took out execution proceeding and ultimately on

17.3.2006 a sale deed in respect of the flat in question was executed by the Court in favour

of the applicant and possession was delivered to him on 23.3.2006. He was carrying out

necessary repairs in the flat when the District Magistrate sealed it.

On behalf of the Special Officer it is submitted that the Calcutta address on

which the notice was sent was the address of the premises where claims were being received

and no claim received after the due date were being entertained. It appears that in that

process the notice that might have been sent by the applicant was refused. It is further

submitted that in the list submitted by Mr. Sudipta Sen this property found no mention and

therefore the special officer was not aware about the existence of this property belonging to

M/s. Sanchayani Savings and Investments (India) Ltd.

This Court by its order dated 28.4.2003 had appointed a Special Officer and

had stayed orders passed by the Company Law Board and Courts in the State of

Maharashtra. Obviously, the order was confined to the matters in which M/s. Sanchayani

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Savings and Investments (India) Ltd. was interested since it was complained before this

Court that parties were obtaining orders from different courts in the State of Maharashtra

pertaining to the properties owned by M/s. Sanchayani Savings and Investments (India)

Ltd.

Be that as it may, we find that there is a decree passed by a Court of competent jurisdiction. No doubt it is a decree passed ex-parte but all the same it has been executed

and the applicant has a sale deed in his favour executed by the Executing Court. As long as

the decree stands, it will not be proper for this Court to pass any order contrary thereto.

Counsel appearing on behalf of the Special Officer submits that the Special Officer will take

necessary legal steps as he may be advised to get the ex-parte decree either recalled or set aside, and for this necessary steps shall be taken by initiating appropriate proceeding in a Court of competent jurisdiction.

In these circumstances, we direct that the status quo shall be maintained with regard to the flat in question for a period of eight weeks from today within which period the Special Officer must move the Court of competent jurisdiction and obtain appropriate interim order if so advised. We shall thereafter consider this application in the light of the order that may be passed by a court of competent jurisdiction in respect of the property in question.

We clarify that it will be open to the court concerned to pass such orders, including interim orders, as it may consider proper in the facts and circumstances of the case.

Put up this I.A. after ten weeks.

I.A.No.41 of 2006

The applicant herein S.V.Patil was at one time Development Manager in the Housing Department of M/s Sanchayani Savings Investment (I) Pvt. Ltd. It was discovered that he was in possession of 10 shops and 6 godowns in Sanchayani Nagri, Khamla Road, Nagpur. The said shops and godowns were sealed pursuant to the order of this Court on 7th July, 2006. The applicant has filed this I.A. bringing to our notice the relevant facts.

The Special Officer has also filed his reply thereto.

According to the applicant several registered agreements of sale were executed on 5th August, 1995 and 24th August, 1995 in his favour and in favour of his family members

for sale of the properties in question. It appears that the land in question on which the

structures in question have been constructed belonged to one Kunji Lal and his family

members, who agreed to sell the land to M/s Indraprastha Gruha Nirman Sahakari

Sanstha Limited on December 20, 1983. The entire amount was paid by the aforesaid

Indraprastha Cooperative Society which entered into a development agreement with one

M/s N. Kumar Construction Company on 19.12.1989. Later on, on 21.8.1993, M/s.

N.Kumar entrusted development work to M/s Sanchayani. An agreement was entered into

between M/s N. Kumar Construction Company and M/s Sanchayani. whereby M/s N.

Kumar Construction Company agreed to execute sale deeds in favour of the purchasers to

whom the properties may be sold by M/s Sanchayani.

The applicant has brought to our notice the tripartite agreement entered into between the applicant, Indraprastha Cooperative Society and M/s Sanchayani. The only peculiar feature about these agreements is that the applicant acted as the attorney of the vendor as also of the Confirming Party, and the properties were sold to him in his personal capacity. Be that as it may, it was not disputed before us that the total cost of all the 10 shops and 6 godowns works out to Rs.72,42,000/-. Out of this, a sum of Rs.11 lacs and odd has been paid leaving a balance of Rs.61,49,500/- which admittedly has to be paid by the applicant to M/s Sanchayani. Mr. M.N.Rao, learned senior counsel appearing on behalf of

the applicant submitted that he has a valid agreement of sale in his favour pursuant to

which he has made substantial payments and has been put in possession of the premises.

No doubt, the respondents deny the assertion that he has been put in possession, because

their case is that he taking advantage of his position has conveniently put himself in

possession of the premises. That is not very material. The fact remains that pursuant to a

valid agreement the applicant claims to be in possession of the premises in question.

It is not disputed before us that the applicant has been in possession of the

premises since the date of the agreement i.e. 5th August and 24th August, 1995 respectively.

Though the applicant states that he came in possession of the premises after the

construction was completed, he is willing to pay interest from the date of the agreement

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itself to avoid any dispute on that score. The letter giving him possession as shown by

Counsel for the Special Officer, is of 13.12.1996. In the facts and circumstances of the case,

Counsel for the applicant has agreed that the applicant shall pay the balance amount of

Rs.61,49,500/- together with interest calculated at the rate of 9% per annum with effect

from 1st January, 1997 to the Special Officer within a period of three months from to day.

The interest calculated at the rate of 9% per annum shall run from the first day of

January, 1997 till the date of payment. The premises shall remain sealed till a sale deed is

registered in favour of the purchaser, but in case, the applicant wishes to effect any repairs

etc. his request shall not be unreasonably refused by the District Magistrate. In case there

are articles lying in these shops/godowns, the applicant may be permitted to keep them

there or to remove them if he so desires. On the payment of the full amount, as directed,

the Special Officer on behalf of Sanchayani, as also on behalf of M/s Indraprastha Gruha

Nirman Sahakari Sanstha Limited, as its Power of Attorney holder shall execute a deed of

conveyance in favour of the applicant and/or his nominees. The registration charges shall

be borne by the purchaser. The payment shall be made to the Special Officer by means of

a Demand Draft or Manager's Cheque payable at Calcutta.

We have no doubt that after the formalities are completed and the sale deed

executed and registered in favour of the applicant, the concerned Departments of the

Government namely, Electricity, Water Supply etc. will grant necessary connection in

accordance with rules.

I.A.No.42 of 2006

Put up this I.A. on 19th September, 2006.

(Ajay Kr. Jain)  
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(Sukhbir Paul Kaur)

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Court Master

Court Master

Court Master