

SECTION: XIV  
IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION

PETITION FOR SPECIAL LEAVE TO APPEAL (C) Nos.27754-27755 OF 2012  
WITH  
PRAYER FOR INTERIM RELIEF  
AND  
INTERLOCUTORY APPLICATION NOS.5-6

(Application for modification/clarification of Court's order  
dated 14.9.2012)

The Principal Secy., Industries Dept.  
Govt. of U.P. & Anr.

...Petitioners

Versus

M/s Superior Industries Ltd. & Ors.

...Respondents

OFFICE REPORT

The matter alongwith applications above-mentioned was listed before the Hon'ble Court on 26.08.2015 when the Court was pleased to pass the following order:-

"Heard.

One of the issues that falls for determination in these appeals is : whether the High Court of Delhi was justified in directing execution of a sale deed in favour of respondent no.1 on payment of the principal amount excluding interest recoverable in term of agreement of sale at the rate of 14% per annum.

Ms. Reena Singh, learned Additional Advocate General of the petitioner-State, argues that the direction issued by the High Court for execution of a sale deed in favour of respondent no.1 without payment of entire sale consideration comprising the principal amount Rs.11,65,40,000/- and interest due on the same at the rate of 14% per annum is wholly unjustified and legally untenable. It is contended by learned counsel that a sum of Rs.12,38,11,183/- is outstanding against respondent no.1 as on 30<sup>th</sup> April, 2015 towards interest. She has to that effect filed a statement of calculation before us today. She submits that respondent no.1 has taken charge of the Unit in-question as early as on 10<sup>th</sup> April, 2003 and has been making beneficial use of the same without paying the sale consideration in terms of the agreement to sell executed by them. It is submitted that on account of non-payment of amount, lawfully recoverable from respondent no.1, the sale in its favour deserves to be set aside and the Unit directed to be sold afresh.

On behalf of respondent no.1 it is argued by Mr Rajeev Sharma that the question whether any interest

should or should not be paid, is a matter that has been left to be decided by B.I.F.R. It is further submitted the calculation of interest in the statement filed today is not correct. He referred to page '198' of the SLP paper book to argue that the sick company had itself determined the interest recoverable from the purchaser at Rs.8,45,50,979/-. To the same effect is the averment made at page '173' of the SLP paper book in an affidavit filed before the High Court on behalf of the sick company where interest has been shown to be Rs.8.5 crores only. Mr. Sharma argues that the respondent-purchaser had deposited a sum of Rs.2.33 crores towards 20% of the bid amount followed by another amount of Rupees two crores and finally an amount of Rs.5,82,32,000/- some time in the year 2011, pursuant to the direction issued by the High Court. The petitioner has in that process deposited the entire principal amount according to the sale agreement. He submits that even if the liability towards interest was not to be deferred till determination by B.I.F.R. or till finalisation of the proceedings before the Additional District Judge at Bareilly in a petition under Section 34 of the Arbitration Act filed to challenge the arbitral order made by the arbitrator, yet the amount of interest will have to be calculated taking into consideration the payments made by respondent no.1 from time to time. He submits that the respondent shall not only file a true and correct calculation of interest recoverable in terms of the agreement to sell but also deposit the amount so payable. He seeks three months' time to make payment of the entire amount due towards interest to avoid re-sale of the property in-question.

In the circumstances, therefore, we direct respondent no.1 to deposit in this Court the amount payable towards interest at the rate of 14% per annum within three months taking into consideration the payment made by him towards principal amount from time to time. A copy of the calculation of interest shall be furnished to counsel opposite who shall also calculate and file a verified and accurate statement showing the true and correct position as regards liability towards interest accrued against respondent no.1. The amount deposited by respondent no.1 shall be invested by the Registry in a term deposit initially for a period of six months to enure benefit for the successful party.

Learned counsel for the petitioner-State shall keep a responsible state government official, capable of answering all relevant questions, present in the Court on the next date of hearing including question relating to the ownership of the land underlying the Unit in-question.

Post in the month of January 2016."

It is submitted that in view of aforesaid order, counsel appearing for respondent No. 1 has on 30.10.2015 deposited an amount of Rs. 8,45,50,979/- (Rupees eight crore forty five lacs fifty thousand nine hundred and seventy nine only) with the Registry and the said amount has been got invested in FDR with Punjab & Sind Bank, Hauz Khas, New Delhi for a period of six months which now bears maturity on 07.05.2016.

It is further submitted that counsel appearing for respondent No. 1 has on 26.11.2015 filed affidavit and the same has been included in SLP paper books.

Service is already complete.

The matters alongwith applications above mentioned are listed before the Hon'ble Court with this office report.

DATED THIS THE 12<sup>th</sup> DAY OF FEBRUARY, 2016.

**ASSISTANT REGISTRAR.**

COPY TO:

Mr. Anuvrat Sharma, Adv. Ch. No.  
Mr. Rajeev Sharma, Adv. Ch. No.  
Mr. Amarjit Singh Bedi, Adv. Ch. No.  
Mr. Binay Kumar Das, Adv. Ch. No.

**ASSISTANT REGISTRAR.**

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