

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% Judgment pronounced on: 9th December, 2015

+ **E.A. No.455/2012, E.A. No.62/2013 &CrI. M.A.
No.13557/2013 in EX.P. 72/2010**

M/S TRG INDUSTRIES P LTD Decree Holder
Through Mr.Vivekanand, Adv.

versus

M/S MACHINERY PARTS CORPORATION & ANR Judgment Debtors
Through Mr.Hitender Kapur, Adv. with
Mr.Sagar Chawla, Adv.

**CORAM:
HON'BLE MR.JUSTICE MANMOHAN SINGH**

MANMOHAN SINGH, J.

1. The present execution petition has been filed by the decree holder against the judgment-debtors for execution of judgment and decree dated 28th September, 2007 for principle amount of Rs.42,08,469/- along with interest on the principle amount @ 15% per annum w.e.f. 2nd March, 2002 till the date of payment.
2. After passing the judgment and decree, the judgment debtor challenged the same before the Division Bench by filing of an appeal being RFA (OS) No.1/2008.
3. While issuing notice in the appeal vide order dated 23rd January, 2008 the Division Bench directed the judgment debtor No.1 to deposit 50% of decretal amount within four weeks from the date of the said order and stayed the operation of the judgment and decree till the next date i.e. 23rd April, 2008.

4. The judgment-debtor No. 1 did not deposit the 50% decretal amount and on the next date i.e. 23rd April, 2008, the order dated 23rd January, 2008 was modified at the request of the judgment-debtor No. 1 that he be given possession of the machinery as Receiver of the Court and against that he would continue paying directly to the decree holder a sum of Rs.1,00,000/- per month by 7th day of every month from 7th July 2008 onwards till further orders. It was also made clear that if the order is violated by the judgment-debtor No.1, the decree-holder would be at liberty to seek coercive action against the judgment-debtor No.1 including the sale of the machinery. The same order was reaffirmed in orders dated 12th August, 2008 and 16th March, 2009.

5. The judgment-debtor No.1 stopped making payments after May, 2009 and did not make per month payment of Rs.1,00,000/- as per order dated 23rd April, 2008 and rather filed application for modification of the order dated 23rd April, 2008.

6. The Division Bench by order dated 18th November, 2009 disposed of all applications of the judgment debtor No. 1 stating that the orders passed by the Court have not been complied with and as such the order staying operation of decree was recalled and the decree holder was given liberty to initiate appropriate proceedings for execution of the decree. Hence, execution application is filed as per orders dated 23rd April, 2008 and 18th November, 2009 of the Division Bench.

7. It is an undisputed fact that part payment of Rs.11,00,000/- @ Rs.1,00,000/- per month from July, 2008 to May, 2009 has been received towards satisfaction of the decree/ order.

8. On the date of execution, as per calculation of the decree-holder on 5th March, 2010 after deducting Rs.11,00,000/- the balance was due for sum of Rs.82,02,142.55/-.

9. The decree-holder has sought the prayer to attach and direct the judgment-debtor No. 1 to give back possession of and to appoint Local Commissioner to take possession of the Russian Make Motor Grader DZ 180 with all accessories and parts thereof, which is the subject matter of the suit and decree, the possession of which was taken by the judgment-debtor No.1 from the decree-holder as Receiver of the Court in terms of order dated 23rd April, 2008 of the Division Bench and the Local Commissioner be also directed to sell the said Motor Grader in the open Market with help and in consultation with the decree-holder for realization of the decretal amount and for realization of balance amount and attach the funds of the Judgment-Debtor No.1 in Bank Account Number 0045-101-000-3868 with Syndicate Bank Branch, 3478-34-79 Nicholson Road, Mori Gate, Delhi to the extent of Rs.82,03,143/-.

The balance decretal amount after adjustment of sale proceeds of the Grader in question be ordered to be released in favour of the decree-holder by directing the Manager of the Bank to prepare the pay order in the name of the decree-holder of the aforesaid amount as stated above and send to this Court for payment to the decree holder.

The attachment was also sought of all office building/business of judgment-debtor No.1 situated at 2778/16, Rajasthan Motor Market, Hamilton Road, Mori Gate, Delhi-06 and also the articles, furniture, fixtures, and machineries lying therein and order for sale for the purpose of realization and payment of the decretal amount along with costs to the decree-holder through the process of the Court. The

objections under Section 47(1) and (3) of CPC on behalf of judgement-debtor No.1 against the execution petition has been filed being E.A. No.455/2012.

10. In the objection, it was stated that the present execution is liable to be dismissed as the same has been wrongly filed by M/s TRG Industries (P) Ltd. In fact, the decree was passed in favour of M/s BRA-TRG-BHARAT Joint Venture Partnership Company through one of its constituent partner M/s TRG Industries (P) Ltd. The present decree-holder has no locus standi to file the present execution petition in its own name. The same is barred under Section 69 of The Partnership Act, 1932 as the decree-holder joint venture partnership company M/s BRA-TRG-BHARAT is an unregistered partnership Company and thus cannot file any proceedings against the third party.

11. In order to establish his objection, judgment-debtor No.1 has submitted that during cross examination of PW-1 in the suit, it has been categorically stated by the witness that "JV is a partnership firm of three companies viz, B R Arora & Associates (P) Ltd., M/s Bharat Infrastructure & Engineering Pvt Ltd and the plaintiff company". It is further stated by PW-1 that "There is no document of registration of the firm issued by the Registrar of firms since it was for a specific purpose".

12. PW-1 in his cross examination has also admitted that the invoice for sale of machinery was raised by judgement-debtor No. 1 herein, in favour of joint venture company. It is further admitted by the said witness that payment for the machinery was also made by the joint venture company.

13. After filing the response to the objections, decree-holder filed an application being E.A.No.62/2013 under Section 151 read with Order 21 CPC on behalf of the decree holder for passing certain directions.

14. It is stated in the application that the judgment-debtor No.1 appeared on service of warrants in the Court on 7th February, 2012, after about one year of the order of the Supreme Court and himself offered to hand over the machine in question to the decree holder for sale towards realization of the decretal amount. The possession of the machine was delivered by this Court through and in presence of the Local Commissioner in dilapidated condition as shown in the photographs, which have been annexed as Annexure DH-5 collectively filed along with EA No.773/2012. The machine was also got checked from mechanic and his report about the condition of the machine has been annexed as Annexure DH-6 filed along with EA No.773/2012. Since the date of taking over the possession of the Grader/machine in question, it is stored in godown and compelling the decree holder to incur the expenses on godown rent and watch and ward of the machine.

15. Despite repeated advertisements given in the Newspapers such as Times of India, Economics Times, Amar Ujala and also email to the agency named by the judgment debtor No.2 in Court on 7th February, 2012, which has been annexed as DH-6 with EA No.773/2012, in compliance of order dated 7th February, 2012 of this Court, the decree holder had received only few bids/quotations from a few persons for a sum of Rs. 1,25,000/- to Rs. 1,45,000/-.

16. The decree-holder had moved an application being EA. No.773/12 for appointment of Local Commissioner for sale of the machine but the same was declined by this Court by order dated 19th

October, 2012 in view of order dated 7th February, 2012 giving liberty to the decree holder to try to sell the machine in the market. On 20th November, 2012 the judgment-debtor No.1 was also directed to fix the date and time with the decree-holder for seeing the machine in question and cooperate with the decree-holder in finding the best price for the machine. The judgment-debtor No.1 did not approach the decree-holder at all till date despite the direction dated 20th November, 2012, despite the fact that the decree-holder had reminded the judgment-debtor No.1 vide its letter dated 13th December, 2012 sent to the judgment debtor and his counsel by registered post and duly received by them which have been annexed as Annexure EA2/2.

17. The decree-holder is incurring monthly expenses of about Rs.20,000/- on the storage and watch and ward of the machine and further delay would result into further loss to the decree holder without any hope of getting reimbursed any of the amount spent on keeping the machine let alone any recovery towards the decretal amount. The prayer in this application was to allow the decree holder to sell/dispose of the machine in question.

18. In reply, it is stated that after the judgment-debtor No.1 got the machine repaired as per the order dated 23rd April,2008, the machine thereafter started working in perfect condition and was also hired by M/s RG Builders from 17th January, 2011 to 20th March, 2011. It was denied that the machine in question was in a dilapidated condition at the time when it was handed over to decree-holder.

The Local Commissioner has placed on record a video recording. The same is perused by this Court. The report filed by the decree-holder is incorrect. The machine in question was being used by the decree-holder after taking possession and thereafter the machine has

been badly damaged due to rough use and no maintenance. The said machine has been kept in open space with no covers therefore due to rains and dust the machine has got rusted and the value has diminished due to the above said damages caused by the decree holder.

19. The judgment-debtor No. 1 has also filed application under Section 340 CrPC, read with Section 191/199 of IPC against Sh.T.R. Gupta being CrI. MA No. 13557/2013 on the grounds that Sh. T.R. Gupta deliberately, knowingly and malafidely made false statement on oath in his reply accompanied by affidavit wherein it is stated that the suit was not filed and decree was not passed in favour of joint venture or a partnership firm. It was further submitted that the suit was filed by M/s TRG Industries P. Ltd. and decree was passed in favour of M/s TRG Industries P. Ltd. as it is apparent from the plaint filed and registered as suit No. 2041/2002, that suit was filed by M/s TRG Industries P. Ltd. as one of the constituent partner of M/s BRA TRG BHARAT and not in its individual capacity.

20. Counsel appearing on behalf of judgment debtor No.1 submitted and relied upon Ex.PW-1/10 whereby the purchase order dated 23rd February, 2002 was issued in favour of judgment-debtor No.1. It is apparent from Ex. PW-1/10 that the order for supply of machine was placed by M/s BRA TRG BHARAT JV and the machine was delivered to M/s BRA TRG BHARAT JV, but Sh. T.R. Gupta in order to obtain favorable order gave false evidence in reply to the objections filed by the judgment-debtor No.1 and is thus liable to be prosecuted under Section 340 CrPC.

21. I have heard the submissions of the parties and have also gone through the record. The main allegation made in the objection are

even contrary to the contents the plaint and the judgment and decree in question as well as the defense of the judgment debtor, M/s Machinery Parts Corporation, who was defendant No.3 in the suit. The suit decree was not passed in favour of a joint venture or a partnership firm as alleged

22. The suit was filed by the decree-holder M/s TRG Industries P. Ltd. The decree has been passed in favour of decree-holder and a copy of the same has been filed with the execution petition. The judgment and decree are to be read as a whole and the decree holder craves leave to refer to the judgment and decree under execution, which would demolish the allegation made and objections raised by the judgment-debtor No.1

23. The relevant extract of the plaint particularly paras 1, 2, 8, 23 and 24 are reproduced herein below -

"1. That the plaintiff is a company incorporated under the provisions of Indian Companies Act and has been doing the construction work for the last so many years. Sh. T.R. Gupta is the Chairman-cum-Managing Director of the plaintiff and power of attorney holder of plaintiff company, and by virtue of power of attorney Sh. T.R. Gupta is authorized and competent to sign and verify the pleadings, to file and institute the suit, to engage the counsel and to do all other acts and deeds that may be necessary for due prosecution of the case.

2. That a joint venture named and styled as BRA-TRG BHARAT(JV) was formed amongst (i) M/s BR Arora Associates (P) Ltd. now known as M/s B&R INFRA Techno(P) Ltd. A-11 G.K. Enclave-II New Delhi-48, the plaintiff and (ii) M/s TRG Industries (P) Ltd. E-461 Greater Kailash-II, New Delhi -48 and (iii) M/s Bharat Infrastructure & Engineering (P) Ltd. 601, Shree Amba Shanti Chamber, Off Church Road, Opp. Hotel Leela Andheri East, Mumbai-400059, for execution of the work of construction of 44 to 59.5 Km Lucknow-Kanpur Road, near Unnao, UP awarded to the joint

venture by National Highway Authority of India. The awarded value of the work is about Rs.43 crores and the period for completion is 20 months. The plaintiff through its chairman cum Managing Director have been authorised by the other two constituents of the Joint Venture to incur expenses, execute the work and do all the other acts and deeds including the legal proceedings relating to and connecting with execution of the work exclusively for and on behalf of the Joint Venture vide Power of Attorney dated 7.02.2002.

8. The plaintiff states that the balance price of the Grader was paid by the plaintiff vide pay order dated 2.3.2002 for Rs.27,08,469/-. Thus the plaintiff paid a total sum of Rs.42,08,469/- to the defendants, through the defendant No.3 towards the total price and services as per purchase order dated 23.2.2002. The Grader was not supplied on the due date and a penalty of Rs.60,000/- was imposed on this lapse with however as a special case at the request of the defendants the penalty was reduced to only for Rs.30,000/- in view of the position explained by the defendant No.3 in its letter dated 13.3.2002.

23. That the defendant No.1 being the manufacturer and principal, the defendant No.2 being supply agent of the defendant No.1 in India, and the defendant No.3 being the supply, sale and service agent of the defendants 1 and 2, all the defendants are jointly and severally liable to pay the suit/claim amount to the plaintiff.

24. That the defendants are jointly and severally liable to pay to the plaintiff following amounts to the plaintiff:

- a) Refund of the Price of the Grader paid Rs.42,08,469/-
- b) Interest on Rs.42,08,469/- @ 18% w.e.f 2.03.2002 till the date of payment which till the date of filling the suit on 10.11.2002 came to Rs.5,32,332/-
- c) Loss on account of the hire charges of Grader arranged for the work @ Rs.2.25 lakhs per month from May 2002 to the date of refund of the amount of the price paid which till 10th November, 2003 comes to Rs.12,58,065/-

Total

Rs.59,98,866/-

Prayer Clause:

It is, therefore, most respectfully prayed that the Hon'ble Court be pleased to pass a decree for recovery of Rs.59,98,866/- with pendente lite and future interest @18% p.a. on the suit amount from the date of suit till date of payment and costs of the suit in favour of the plaintiff and against the defendant, jointly and severally."

24. The defendant No. 3 in the suit/ the judgment-debtor No.1 has never challenged either the locus or competency of the decree holder namely M/s TRG Industries P. Ltd. to file the suit nor any such objection as alleged now was ever made and raised by the defendant No.3/objector/ judgment debtor in the suit. Rather in its written statement, with reply to EA No.455/2012, the judgment-debtor No.1 had admitted the fact that performa invoice was sent by it to the plaintiff and the plaintiff had made payment of the motor grader to him. Thus, the issue raised now in execution petition is beyond the pleadings.

25. It is also a matter of fact that even in appeal being RFA (OS) No.1/2008 against the judgment and decree this issue was not pressed/argued by the appellant/judgment debtor though taken for the first time in grounds of appeal by the judgment debtor as an after thought and as such stands rejected. Thus, this issue as raised now is an after-thought as per the law laid down by the Supreme Court in the case of **Saraswati Devi Gupta v. Sudha Rani**, 2005 (10) SCALE 282.

26. It is admitted position from the grounds (f) of the appeal, the judgement debtor No.1 has raised the objection which reads as under:-

“(f) Because the appellant submits the suit has not been signed, verified and filed by a duly authorized person. The order for purchase of Grader was placed by one M/s BRA-TRG-Bharat (JV) a joint venture of three companies. The invoice for sum of Rs.42,12,000/- was raised by the appellant upon the joint venture. However, the Power of Attorney dated 07.02.02 (Ex.PW1/4) has been executed only two partners of JV and not by third partner i.e. M/s TRG Industries (P) Ltd. in favour of Mr. T.R.Gupta in his individual capacity. Mr. T.R. Gupta is claiming that M/s TRG Industries (P) had also executed another power of attorney (PW1/1) dated 8th December, 2001 prior to the date of execution of power of attorney dated 7.7.02 by only two JV Partner. The common seal of the M/s TRG Industries (P) Ltd. is alleged to have been affixed on 08.12.01 on Ex. PW1/1 whereas its photocopy has been notarized on 21.12.2001 by the Notary Public but when was its original notarized, if at all same was done, is not disclosed. Thus, it does not satisfy twin condition of Section 85 of Evidence Act so as to draw a presumption of due execution of power of attorney. The witness of the respondent No.1 failed to produce the minute book of meeting of two joint venture partner. Hence, Mr.T.R. Gupta had no authority to sign, verify and file the suit on behalf of M/s. TRG Industries (P) Ltd. As had been held by two Division Bench judgement of this Hon’ble Court in the case of Electric Construction and Equipment Co. Ltd. v. En. Jagjit Electric Work, 1986 (30) DLT 525 and also Birla DLW Ltd. v. Prem Engg. Work, 1999 (I) AD (Delhi) 729.

It is further submitted that the purported power of attorney dated 07.02.07 (Ex.PW1/4) executed by two partners of JV and not by third JV partner authorized only Mr. T.R. Gupta in his individual capacity, but the suit was filed by M/s TRG Industries (P) Ltd. who has not been authorized by the joint venture to file the suit. Moreover, the respondent No.1’ witness admitted in his cross examination that the suit has been filed by Mr.T.R. Gupta on behalf of M/s. TRG Industries (P) Ltd. All subsequent correspondence had been made by M/s BRA-TRG-Bharat (JV) as a legal entity and not by M/s. TRG Industries (P) Ltd. i.e. respondent No.1 herein. It is further submitted that one of the entity of the joint venture has no independent right to

sue on behalf of JV. More so, when the respondent No.1 company could not prove issuance of alleged power of attorney by joint venture as no minute book has been produced at the time of cross examination.

Moreover, all the correspondences in respect of purchase of Grader and subsequent alleged defect were exchanged between the JV and not the respondent No.1 company. It is further submitted that Sh. Harsh Mahajan, witness of the respondent No.1 company during his cross examination admitted that I have not brought the minute book of M/s Bharat Infrastructure and Pvt. and M/s B.R. Arora and Associates Pvt. Ltd. containing resolution authorizing Mr.T.R. Gupta to act in accordance with POA dated 02.02.02 Ex.PW1/4 and that I have been given special power of attorney dated 02.08.06 by respondent No.1 company and common seal of the respondent No.1 company has not been affixed on POA Ex. PW1/3. He stated that he did not have the letter at that time which authorized him to act on behalf of JV.

It is submitted that Order XXIX CPC clearly says that the person signing the suit on behalf of the Corporation should be duly authorized.

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It is further submitted that the respondent No.1 company has neither filed any certificate of incorporation of the respondent No.1 nor partnership deed of JV. It is further submitted that Sh. Harish Mahajan, witness of the respondent company during the cross examination admitted that "I have not brought the certificate of incorporation of the respondent company. This document is not on record. Joint venture is a partnership firm of three companies viz. B.R. Arora and Associates Pvt. Ltd., M/s Bharat Infrastructure and Engineering (P) Ltd. and the respondent No.1 company. There is no document of registration of firm issued by the Registrar of Firm since it was for specific purpose".

The entire transaction was between the joint venture (JV of three companies) and the respondent. It is only the JV who was entitled to file the present suit and not the respondent No.1. The partnership of JV neither proved nor

registered within the meaning of Section 69 of Indian Partnership Act, 1932 and therefore, no suit could have been filed by unregistered partnership firm. The Supreme Court in the case of M/s. New Horizon Ltd. vs. Union of India, 1995 (1) SCC 478 (para 27) has held, that the joint venture of companies is in the nature of partnership.

xxx xxx xxx xxx”

27. The appeal filed by judgment-debtor No.1 being RFA (OS) No.1/2008 has been dismissed vide order dated 26th March, 2012 by the Division Bench. The judgment and decree on the issue now raised by the judgment-debtor No.1 has already attained finality. The order passed by Division Bench on 26th March, 2012 has been reproduced here as under:-

“1. After some arguments, confronted with Ex. PW-1/7 i.e. the quotation sent by the appellant to the first respondent i.e. the plaintiff and the respondents’ response Ex.PW-1/10 coupled with Ex.D-2/1 and Ex.D-2/3 i.e. documents showing import by Hamelia and subsequent sale to the appellant, learned counsel for the appellant concedes that the liability has been rightly fastened against the appellant in the suit filed by the respondent No.1 and conceding further that on the quantum of the decree, the appellant does not dispute the findings returned, learned counsel states that with respect to the observations of the learned Single Judge in paragraph 42 of the impugned decision, which may impact appellant’s claim against respondent Nos. 2 and 3, the appeal may be disposed of observing that said observations be not read as absolving said respondents of their liability qua the appellant, if appellant sues said respondents.

2. Suffice would it be to state that the undisputed position is that the appellant purchased the machine in question, before selling the same to the first respondent, from Hamelia Enterprises, which in turn had imported the machine from M/s CHZK Dormesh Services. The machine admittedly being without the requisite parts, failed to perform even for a day, the requisite operations which the machine had to perform and thus it would be open for the

appellant to sue for damages either Hamelia Enterprises or CHZK-Dormesh Services and further needless to state, if the suit is filed, all permissible defences would be available to the said two juristic entities.

3. As regards the observations in paragraph 42 of the impugned decision, they have to be read in the context of respondent No.1, as plaintiff, impleading the appellant, M/s Hamelia Enterprises and M/s CHZK- Dormesh Services as defendants in the suit; apparently for the reason respondent No.1 did not want to take a chance on the anticipated defences as to which of the three parties was liable to it. Said observations have therefore to be understood in the context of the pleadings of the parties.

4. The appeal is accordingly dismissed as not pressed. If appellant were to file a suit against Hamelia Enterprises or CHZK- Dormesh Services, all pleas would be available to the appellant in the plaint and likewise all pleas and defences would be available to the said to parties in the written statement which they may file.

5. No costs."

28. It appears from the order dated 26th March,2012 that the above mentioned appeal was withdrawn by the judgment-debtor-1 by conceding its liability where it was also admitted that the liability was rightly fastened against the judgment debtor No.1 in the suit filed by decree-holder without any condition.

29. The joint venture was not the plaintiff and M/s TRG Industries P. Ltd., one of the constituent of joint venture was the sole and only plaintiff, thus it is immaterial as whether joint venture consortium amounts to partnership and if so, if joint venture files any proceedings is it required to be registered under Partnership Act. There is no law or precedent that consortium of two or more companies (JV) formed for a particular business amounts to strictly a partnership firm and is required to be registered under Section 69 of the Partnership Act.

30. In EA No.455/2012 objections under reply was filed on or about 5th July, 2012 and notice of this EA was ordered to be issued only by order dated 20th February, 2013, whereas the order of attachment of machinery in question and sale thereof had been passed and Court had proceeded with execution of the decree effectively on 7th February, 2012. In view of the law laid down by the Supreme Court in the case of **Barkat Ali Vs. Badrinarayan**, (2008) 4 SCC 615 paras 9 and 10, once execution is set in motion by ordering attachment and sale under Order 21 Rule 23 CPC and till then no objections are filed, the objections to the execution by judgment-debtor No.1 subsequent to order of attachment and sale is not sustainable and is hit by principle of constructive res judicata. The judgment debtor is seeking this Executing Court to go beyond the decree, which is not permissible in law even under Section 47 of CPC. Reference in this regard amongst others is made to the judgment of Supreme Court in the case of **Haryana Vidhyut Parsaran Nigam Ltd. v. Gulshan Lai**, 2009 (7) Scale 543 para 20 as judgment and decree cannot be re opened and correctness thereof cannot be put to question.

31. The fact of the matter is that judgment debtor No.1 has not disputed the fact that the decree was passed against the judgment debtors. There is a force in the submission of Mr. Vivekanand, learned counsel appearing on behalf of decree holder that the execution court cannot beyond the decree. The joint venture company has not filed any execution as they have no interest even otherwise, it is the responsibility of the decree holder, if any, dispute raised by the other joint venture company as alleged by the judgment debtor No.1. As far as judgment debtor No.1 is concerned, the decree is to be executed as per judgment and decree. The judgment debtor No.1 cannot absolved

itself by raising the false plea. It has only to pay the decretal amount to the party who has filed the suit for recovery of transaction. Even otherwise, no plea was taken by judgment debtor No.1 in its written statement. The appeal was also withdrawn while admitting the liabilities. Therefore, there is no valid plea that the Joint Venture Company has not filed the execution. The Court has to see the contents of the plaint and the prayer. The judgment debtor did not raise any objections in the written statement. It was raised in appeal, where it was given up.

32. It is true that always the judgment debtor would try to prolong the matter so that decree is not executed by raising frivolous objections even in the genuine cases. All sorts of mischievous grounds are taken in order to delay the execution and to confuse the Court in the present case, also the judgment debtor No.1 is trying to avoid the payment despite of very reasonable order passed by the Division Bench at the initial stage of the appeal filed by the judgment debtor No.1.

33. In view of the above, the objection filed by the judgment debtor No.1 and all other applications filed by the parties are disposed of. The prayer in the execution petition is allowed. The decree-holder is allowed to take the possession of the Russian Make Motor Grader DZ 180 with all accessories and parts thereof. The Local Commissioner who was earlier appointed is allowed to take possession of Russian Make Motor Grader DZ 180 and is directed to sell the said Motor Grader in the open market with help and in consultation with the decree-holder for realization of the decretal amount. His fee of Rs.50,000/- shall be paid by the judgment-debtor within four weeks from today, subject to deduction of the amount from the decretal

amount. For realization of balance amount due towards the decretal amount, the Bank Account No.0045-101-000-3868 of judgment-debtor No.1 with Syndicate Bank Branch, 3478-34-79 Nicholson Road, Mori Gate, Delhi be attached to the extent of Rs.82,03,143/-.

As far as the attachment of office building/business building of judgment-debtor No.1 situated at 2778/16, Rajasthan Motor Market, Hamilton Road, Mori Gate, Delhi-1100 06 is concerned, the articles, furniture, fixtures and machineries lying therein are attached.

EX.P. 72/2010

List for directions/compliance on 12th February, 2016.

**(MANMOHAN SINGH)
JUDGE**

DECEMBER 09, 2015