



2026:DHC:9126



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

Date of decision: 13th OCTOBER, 2026

IN THE MATTER OF:

CNR No. DLHC010405682011

I.A. 3305/2026

IN

+ **CS(OS) 659/2011**

ANAND PRAKASH BANSAL

.....Plaintiff

Through: Mr. Mayank Goel and Mr. Apurv
Anand, Advocates.

versus

NARESH BATRA

.....Defendant

Through: Mr. P N Misra, Senior Advocate with
Mr. Suchit Mohanty, Ms. Vandana
Kaushal, Mr. Samarth Mohanty, Mr.
Kartik Arora and Ms. Talat
Chaudhary, Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

JUDGMENT

I.A. 3306/2026 (Exemption)

Allowed, subject to all just exceptions.

I.A. 3305/2026

1. The present Application has been filed by the Plaintiff seeking the following reliefs: -

*“A. Allow the applicant to deposit the demand draft of
Rs. 2,53,46,500 bearing number 017837 dated
28.01.2026 drawn on HDFC Bank with the registry of*



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this Hon'ble Court as per the direction of the Hon'ble Supreme Court of India;

B. Direct the defendant to comply with the directions passed by this Hon'ble Court vide judgment dated 22.04.2025 as extracted in paragraph 1 of the application including payment of Rs. 2,65,000/- towards cost of suit;

C. Allow the applicant to deposit 1% TDS against the Permanent Account Number (PAN) of the defendant upon him providing a copy of his PAN Card.

D. Pass any other order in the interest of justice in the facts and circumstances of the case”

2. The instant Suit was filed by the Plaintiff seeking specific performance of Agreement to Sell dated 17.09.2010 read with Agreement to Sell dated 13.12.2020, thereby directing the Defendant to execute the Sale Deed in respect of the Suit Property bearing No. 169, Pocket H-19, Sector-7, Rohini, Delhi, measuring 91.81 sq. meter, situated at Rohini Residential Scheme, Delhi, along with consequential reliefs with regard thereto.

3. The material on record reveals that Plaintiff had deposited a sum of Rs. 1.63 crores, i.e., the balance sale consideration to be paid to the Defendant by the Plaintiff, with the Registry of this Court. In I.A. 10765/2016, Plaintiff sought permission to withdraw the aforesaid sum, which was allowed vide Order dated 03.11.2016, in lieu of an undertaking on affidavit for re-depositing the same as and when required by this Court. Subsequent thereto, the Plaintiff was allowed to withdraw the deposited amount of Rs. 1.63 crores along with the accrued interest. Accordingly, an



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FDR for Rs.1,71,46,078/- issued by UCO Bank, Delhi High Court Branch was released in favour of the Plaintiff on 17.01.2017.

4. The instant Suit was decreed in favour of the Plaintiff *vide* Judgment dated 22.04.2025, wherein this Court passed the following directions: -

“91. The suit is decreed in favor of the Plaintiff and against the Defendant. The Defendant is directed to execute the sale deed in favor of the Plaintiff in respect of the suit property bearing No. 169, Pocket H-19, Sector-7, Rohini Delhi, within a period of 8 weeks from the date of this judgment, upon the Plaintiff tendering the balance sale consideration of ₹1,63,00,000/- (Rupees One Crore Sixty-Three Lakhs only) which the Plaintiff has withdrawn during the pendency of the suit.

92. In the event of failure by the Defendant to execute the sale deed within the stipulated time, the Plaintiff shall be entitled to have the sale deed executed through the process of this Court at the cost of the Defendant.

93. The Plaintiff shall also be entitled to possession of the suit property upon execution and registration of the sale deed.

94. The Defendant is permanently restrained from alienating, transferring, or creating any third-party rights or interests in the suit property.

95. The Defendant shall bear the costs of the suit. The Plaintiff is entitled to recover the costs as per the schedule under the Delhi High Court (Original Side) Rules.”

5. The said Judgment dated 22.04.2025 was challenged by the Defendant by way of an appeal being RFA(OS) 34/2025, before the



Division Bench of this Court. The said Appeal filed by the Defendant herein was dismissed *vide* Judgment dated 26.09.2025, for being devoid of merits.

6. The Judgment in RFA (OS) 34/2025 dated 26.09.2025 was challenged before the Apex Court by way of SLP being SLP(C) 34782/2025, titled as Naresh Batra v. Anand Prakash Bansal. The said SLP was also disposed of by the Order dated 16.01.2026. Accordingly, the Judgment dated 22.04.2025 passed in the instant Suit has become final and binding upon the parties. The Apex Court, while disposing of the said SLP, directed the Plaintiff herein to re-deposit the amount withdrawn from the Registry, along with 6% interest per annum, applicable from the date of withdrawal.

7. It is the case of the Applicant/Plaintiff herein that the Apex Court, *vide* Order dated 16.01.2026, while disposing of the said SLP, has directed the Plaintiff to comply with the interim Order dated 03.11.2016 passed by this Court, whereby the Plaintiff had been directed to refund/re-deposit the amount of Rs. 1.63 crores along with interest to the Registry.

8. In view of the above, Applicant/Plaintiff herein states that he has prepared a demand draft amounting to Rs. 2,53,46,500/- drawn on HDFC Bank, bearing No. 017837, dated 28.01.2026 and the same be allowed to be deposited with the Registry of the Delhi High Court.

9. *Per contra*, Defendant herein contends that Applicant is seeking to re-deposit the amount by calculating 6% interest only on the sum initially deposited, i.e., Rs. 1,63,00,000/-. However, it is stated that Plaintiff withdrew the amount totaling to Rs. 2,65,79,422/- from the Registry of this Court. Therefore, it is the case of the Defendant that the Plaintiff is deliberately omitting to re-deposit the amount including interest, on the amount actually withdrawn by him.



10. It is therefore stated that the Plaintiff has miscalculated the amount to be re-deposited as per the directions of the Apex Court. The correct figure that ought to be refunded/re-deposited by the Plaintiff in terms of the order dated 03.11.2016 is Rs.2,65,79,422/- along with 6% interest till the order of the Apex Court was passed on 16.01.2026, which comes out to be Rs.4,09,31,000/-.

11. It is stated that since the Plaintiff failed to deposit the appropriate sum, grounds under Section 28 of the Specific Relief Act, 1963 are made out, as they have willfully neglected to comply with the obligations as stipulated in the Agreements to Sell. Accordingly, the Agreements to Sell should be rescinded on account of such breach. It is also stated that the Defendant is willing to refund the amount received as part payment, i.e., Rs. 1,06,00,000/-.

12. This Court has heard the Counsels for the parties and perused the material on record.

13. The fulcrum of controversy lies in compliance of the directions of this Court passed *vide* Order dated 03.11.2016 and a subsequent direction passed by the Apex Court, directing the Plaintiff to comply with the said Order dated 03.11.2016.

14. *Vide* Order dated 03.11.2016, this Court recorded as under:

“2. The above captioned suit has been filed for seeking specific performance of Agreements to Sell dated 17.09.2010 and 13.12.2010. The aforesaid amount was deposited by the plaintiff pursuant to an order dated 18.03.2011, which was passed in view of the statement made by the learned counsel for the plaintiff that the plaintiff was ready to deposit the aforesaid sum with the Registrar General of this Court to indicate his



readiness and willingness to perform the contracts in question.

3. It is the plaintiff's case that it had paid a sum of ₹1.06 crores to the defendant for purchase of the property bearing house no.169, Pocket-H-19, Sector-7, Rohini, Delhi-110085 and the balance consideration payable is ₹1.63 crores.

4. Plaintiff had deposited the aforesaid sum, which clearly indicates that as on 18.03.2011, the plaintiff was in a position as well as was ready and willing to perform the agreements in question. The plaintiff has further undertaken that the said sums would be deposited in Courts as and when called upon to do so. The learned counsel for the defendant also does not have any objection if the amount as deposited by the plaintiff is released to him.

5. In the circumstances, no purpose would be served to retain the said funds with the Registrar General of this Court. Accordingly, the application is allowed. The Registry is directed to refund the amount of ₹1.63 crores along with accrued interest to the plaintiff, subject to the plaintiff submitting an undertaking by way of an affidavit to the Court that the plaintiff would re-deposit the said funds along with interest as and when called upon to do so.

6. The application is disposed of.”

15. The Apex Court vide Order dated 16.01.2026, in SLP (C) 34782/2025 directed as follows:

“2. Mr. P. N. Misra, learned senior counsel appearing for the petitioner, invites our attention to the interim order dated 03.11.2016 passed in I.A.No.10765 of 2016 in CS (OS) No.659 of 2011. The relevant portion of the said order reads as follows:



“5. In the circumstances, no purpose would be served to retain the said funds with the Registrar General of this Court. Accordingly, the application is allowed. The Registry is directed to refund the amount of 1.63 crores along with accrued interest to the plaintiff, subject to the plaintiff submitting an undertaking by way of an affidavit to the Court that the plaintiff would re-deposit the said funds along with interest as and when called upon to do so.”

3. Mr. Mayank Goel, learned counsel, accepts notice on behalf of the respondent. Hence, formal service of notice on the respondent is waived.

4. Learned counsel appearing for the respondent, on instructions, submits that the respondent shall comply with the order extracted supra and **refund the amount along with interest at the rate of six per cent per annum from the date on which the amount was withdrawn.** The said statement is accepted and taken on record. Let the needful be done within a period of four weeks from today.

5. With the above observations, the Special Leave Petition stands disposed of.

6. Pending application(s), if any, shall stand disposed of.” (emphasis supplied)

16. The Apex Court vide the Order dated 16.01.2026 has directed the Plaintiff to deposit the amount in question, along with interest at the rate of 6% per annum with the Registry, to be accrued from the date on which the amount was withdrawn.

17. The Plaintiff deposited a sum of Rs. 1.63 crores with the Registry which was the balance sale consideration to be paid by the Plaintiff under the terms of the Agreements to Sell. The decree of Specific Performance has



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been granted in favour of the Plaintiff. In view thereof, Plaintiff has been directed to re-deposit the amount already withdrawn along with an interest of 6% per annum, to be accrued from the date on which the said amount was withdrawn. The controversy between the parties is with respect to the amount directed to be deposited by the Apex Court in view of the interim Order passed by this Court.

18. Plaintiff seeks to deposit Rs. 1,63,00,000/- (i.e., the amount originally deposited with the Registry) along with 6% interest per annum, applicable from the date the said money was withdrawn from the Registry, which aggregates to Rs. 2,53,46,500/-. On the other hand, Defendant contends that it should be Rs. Rs.2,65,79,422/- (i.e., the amount Plaintiff actually withdrew from the Registry) along with 6% interest per annum, aggregating to Rs.4,09,31,000/-.

19. It is pertinent to note that *vide* Order dated 03.11.2016, this Court permitted the Plaintiff to withdraw Rs. 1.63 crores along with interest on the condition that Plaintiff would re-deposit the said fund along with interest as and when called for. The direction was categorical insofar as it recorded that the Plaintiff, in future will have to refund/re-deposit the fund along with the interest withdrawn by the Plaintiff. Consequently, *vide* Order dated 16.01.2026, the Apex Court has directed the Plaintiff to re-deposit the amount, as per the directions rendered in Order dated 03.11.2016, along with 6% interest per annum applicable from the date of withdrawal. As mentioned earlier, direction rendered *vide* Order dated 03.11.2016 recorded that the Plaintiff has to re-deposit the amount “along with accrued interest”, as and when called for. A cumulative reading of both the Orders therefore reveals that Plaintiff is directed to refund to the Registry the amount along



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with the interest that was withdrawn, along with 6% interest to be calculated from the date of withdrawal.

20. Material on record reveals that the Plaintiff withdrew an amount totaling to Rs. 1,71,46,078/- on 17.01.2017. The 6% per cent interest would accordingly accrue upon the amount of Rs. 1,71,46,078/- from 17.01.2017, the date when the amount was withdrawn, till the time the amount is deposited with the Registry.

21. The Application is therefore allowed to the extent that the Plaintiff be permitted to re-deposit a sum of Rs. 1,71,46,078/- along with an interest of 6% per annum applicable from the date of withdrawal, i.e., 17.01.2017 till the date the money is deposited with the Registry.

22. The present Application is accordingly disposed of, in the aforesaid terms.

23. List the matter before the Roster Bench on 02.11.2026.

SUBRAMONIUM PRASAD, J

OCTOBER 13, 2026
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