

ITEM NO.54+55

COURT NO.10

SECTION XIV

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

M.A.NO. 293-295 OF 2017 IN C.A. No(s). 6463-6465/2017

MAHARAJI EDUCATION TRUST

Petitioner(s)

VERSUS

HOUSING AND URBAN DEVELOPMENT CORPORATION LTD.

& ORS.

Respondent(s)

(FOR ADMISSION and IA No.58322/2017-MODIFICATION/CLARIFICATION)

WITH

CONMT.PET.(C) No. 1593/2017 in C.A. Nos. 6463-6465 & 6466/2017 (XIV)

(FOR ADMISSION)

CONMT.PET.(C) No. 1590-1592/2017 in C.A. Nos. 6463-6465 & 6466/2017 (XIV)

(FOR ADMISSION)

with

M.A. 346/2017 IN C.A. 6466/2017

(I.A. 60073/2017 -Appropriate orders/direction)

Date : 28-08-2017 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE ARUN MISHRA

HON'BLE MR. JUSTICE MOHAN M. SHANTANAGOUDAR

For the Parties:

(for SGS
Constructions)

Mr. Vikas Singh, Sr. Adv.
Mr. Aarohi Bhalla, Adv.
Mr. Ajit Pathak, Adv.
Ms. Omita Unnarkar Jain, Adv.
Mr. M. Y. Deshmukh, AOR

For Maharaji
Education Trust

Mr. Kapil Sibbal, Sr. Adv.
Mr. A.M. Singhvi, Sr. Adv.
Mr. Ashutosh Khaitan, Adv.
Mr. Navpreet S. Ahluwalia, Adv.
Mr. Deepak Chawla, Adv.
Mr. Adhish sharma, Adv.
Mr. Hansdeep Singh, Adv.
Mr. Umesh Kumar Khaitan, Adv.

Mr. Ranjit Kumar, ASG

UPON hearing the counsel the Court made the following
O R D E R

This court has passed the following order on 08.05.2017
in C.A. Nos. 6463-6465 of 2017 :

"42. Thus we direct as under :

(1) That Educational Trust is directed to settle scheme of repayment with HUDCO within one month and to start payment of dues w.e.f. month of June, 2017.

(2) On failure of Education Trust as per aforesaid direction or in case of default it would be open to HUDCO to sale approximately 43 acres of the land which was mortgaged with it to realize its dues in the legally permissible manner.

(3) In case the proceeds from sale of approximately 43 acres of land are not sufficient to satisfy the dues of HUDCO, it would be open to sale property No.1 to 5 or its part which may be necessary for realization of the outstanding dues.

(4) However, 21 acres of property which has been obtained in exchange from Awas Parishad cannot be sold. It is only in the circumstance if Arbitrator disallows the claim of SGS Constructions for purchase of 21 acres of said property can be sold not otherwise. That too if dues of HUDCO remain outstanding after sale of approximately 43 acres of land out of Item No.6 mortgaged initially and property item No.1 to 5 which are under mortgage. Let the Arbitrator also expedite the matter and decide the proceedings as far as possible within two months."

It is unfortunate that nothing has moved so far. Maharaji Education Trust, in total defiance of the order of this Court, had submitted a proposal of repayment within 15 years. Now they have submitted another proposal of the assignment of the debt and the persons who have come forward shall have lien

over the property that amounts to violation of this Court's order as enumerated above.

There is clear direction of this Court, in the facts and circumstances, to sell the property in case Maharaji Educational Trust fails to comply with the order within one month. Let the Direction No.2 in para 42 be complied with within a period of one month from today by the recovery officer and no objection to delay it shall be entertained in this regard from any party. Let recovery officer to take up the matter on day-to-day basis till the order is complied with and report the compliance for further orders thereupon in this court on the next date of hearing.

List on 9th October, 2017.

(NEELAM GULATI)
COURT MASTER (SH)

(TAPAN KUMAR CHAKRABORTY)
BRANCH OFFICER