

ITEM NO.10

COURT NO.3

SECTION XVII-A

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

Civil Appeal No(s).2496-2497/2020

MEENAKSHI KUMAR & ANR.

Appellant(s)

VERSUS

UNITECH LIMITED & ORS.

Respondent(s)

IA No. 49393/2024 - APPLICATION FOR TAGGING/DETAGGING

IA No. 103106/2020 - APPROPRIATE ORDERS/DIRECTIONS

IA No. 48752/2020 - CLARIFICATION/DIRECTION

IA No. 257276/2024 - DELETING THE NAME OF PETITIONER/RESPONDENT

IA No. 38349/2020 - EXEMPTION FROM FILING C/C OF THE IMPUGNED
JUDGMENTIA No. 222764/2023 - PERMISSION TO FILE ADDITIONAL
DOCUMENTS/FACTS/ANNEXURESIA No. 210567/2023 - PERMISSION TO FILE ADDITIONAL
DOCUMENTS/FACTS/ANNEXURES

Date : 03-04-2025 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE SURYA KANT

HON'BLE MR. JUSTICE NONGMEIKAPAM KOTISWAR SINGH

For Appellant(s) Mr. Shikhil Shiv Suri, Sr. Adv.
Mrs. Madhu Suri, Adv.
Ms. Jyoti Suri, Adv.
Ms. Ishita Ahuja, Adv.
Mr. Vibhor Choudhary, Adv.
Mr. Saurabh Jha, Adv.
Mr. Deva Vrat Anand, Adv.
Mr. T.R.B. Sivakumar, AOR

For Respondent(s) Ms. Anubha Agrawal, AOR

Mr. Mohit D. Ram, AOR
Ms. Nayan Gupta, Adv.
Mr. Anubhav Sharma, Adv.

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

1. The appellants were allotted Flat No. A4-10-1003 in a project, namely, "Unitech South Park", in Sector 70, Gurugram, Haryana for a total sale consideration of Rs. 91,41,600/- (Rupees

Ninety One Lakhs Forty One Thousand and Six Hundred). It is stated that a tripartite agreement, dated 30.01.2012, was executed between the appellants, respondent No.1 - Unitech and respondent No.2 - PNB Housing Finance Limited, in terms whereof respondent No.2 agreed to advance a loan of Rs.70,00,000/- (Rupees Seventy Lakhs) to the appellants for purchase of the aforesaid flat. In sum and substance, it is alleged that respondent No.2, in collusion with the then Management of Unitech, paid the entire loan amount of Rs.70,00,000/- (Rupees Seventy Lakhs) to Unitech, regardless of the fact that the project (Unitech South Park) in Sector-70, Gurugram, Haryana, where the apartment was allotted to the appellants, had not even commenced.

2. Meanwhile, due to default in payment, respondent No.2 has filed a Civil Suit No. Civ/DJ/108/2018 before the Tis Hazari Court, Delhi for recovery against the appellants.

3. Respondent No.2 has now, in 2023, assigned the loan to respondent No.3 - Kotak Mahindra Bank Ltd., who, has been impleaded as a party-respondent vide order dated 25.10.2024. However, it appears that no notice has been issued to it.

4. Let notice to respondent No.3 - Kotak Mahindra Bank Ltd., who has stepped into the shoes of respondent No.2 - PNB Housing Finance Ltd., be issued, returnable on 07.05.2025.

5. Dasti, in addition, is permitted.

6. Counsel for the Government-appointed Board of Directors of Unitech submits that the appellants have now applied to shifting them from the category of 'refund' to 'possession of the allotted apartment'. While Unitech is directed to take an appropriate decision on the application of the appellants within one month, further proceedings in Civil Suit No. Civ/DJ/108/2018, pending before the Tis Hazari Court, Delhi, shall remain stayed till further orders.

(SATISH KUMAR YADAV)
ADDITIONAL REGISTRAR

(PREETHI T.C.)
ASSISTANT REGISTRAR

