

ITEM NO.44

COURT NO.7

SECTION XI

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

Petitions for Special Leave to Appeal (C) Nos.27520-27521/2025

[Arising out of impugned final judgment and order dated 13-08-2025 in RERAA No. 69/2025 and order dated 16-09-2025 in RERAA No. 69/2025 passed by the High Court of Judicature at Allahabad, Lucknow Bench]

SAVFAB DEVELOPERS PRIVATE LIMITED

Petitioner(s)

VERSUS

GHANSHYAM SINGH

Respondent(s)

(IA No. 242560/2025 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT & IA No. 242557/2025 - EXEMPTION FROM FILING O.T.)

Date : 11-05-2026 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE J.B. PARDIWALA

HON'BLE MR. JUSTICE VIJAY BISHNOI

For Petitioner(s) :

Mr. M R Shamshad, Sr. Adv.
Mr. Manish Singh, Adv.
Mr. Shashank Singh, AOR
Mr. C K Jha, Adv.
Mr. Arijit Sarkar, Adv.
Ms. Prapti Shrivastava, Adv.
Ms. Saheli Chakraborty, Adv.

For Respondent(s) :

Mr. Shravan Yammanur, Adv.
Mr. Amitav Singh, Adv.
Ms. Mitali Chauhan, AOR

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

- 1 Exemption Applications are allowed.
2. This petition arises from a very innocuous order passed by the High Court dated 13.08.2025 in RERAA No. 69/2025.
3. The impugned order reads thus:-

"1. Heard Shri Sudeep Kumar, learned counsel alongwith Shri Abhishek Khare, learned counsel for the appellant and Shri Aakash Prasad, learned counsel for the

respondent.

2. After arguing at some length, both the parties showed maturity and have agreed to settle the dispute in between themselves.

3. An amount of Rs.82,00,000/- (Eighty Two Lac Rupees) shall be paid by the appellant to the respondent towards full and final settlement of the dues.

4. On payment of the said amount, the appeal and other proceedings pending in any Court of law in between the parties shall come to an end.

5. List this case on 27.08.2025 in top ten cases.

6. On the said date, the appellant shall bring the amount in the form of banker's cheque or demand draft in favour of the respondent."

4. In the facts and circumstances of this case, the first order that came to be passed by this Court was on 24th September, 2025.

The same reads thus:-

"1. The petitioner before us is a builder. The respondent entered into an agreement with the petitioner for purchase of a flat. This agreement between the parties is dated 05.03.2018. In accordance with the terms of the agreement, the petitioner was obliged to handover possession of the flat to the respondent in the year 2018. It is not in dispute that the petitioner was unable to handover the flat booked by the respondent in accordance with the terms of the agreement. This led to the proceedings before the RERA Noida. The subject matter of challenge in the present petition are the two orders passed by the High Court dated 13.08.2025 and 16.09.2025 respectively. By order dated 13.08.2025, the petitioner was directed to deposit an amount of Rs.82,00,000/- (Rupees Eighty Two Lakhs) towards full and final settlement of the dues. It appears that the order came to be passed on the strength of a statement made by the learned counsel before the Court on behalf of the petitioner. Later, the petitioner moved a modification application in the form of an Interlocutory Application saying that there was some communication gap between him and his lawyer and his lawyer was not supposed to make such statement. However, the Interlocutory Application came to be rejected.

2. In such circumstances, the petitioner is here before this Court with the present petition.

3. We heard Mr. M. R. Shamshad, learned Senior Counsel appearing for the petitioner.

4. Issue notice, returnable in four weeks. We direct the petitioner to deposit an amount of Rs.60,00,000/- (Rupees Sixty Lakhs) with the Registry of this Court within a period of four weeks from today. Subject to such deposit, the impugned orders passed by the High Court shall remain stayed. We make it clear that in the event of failure on the part of the petitioner to deposit this amount, we shall decline to hear this matter on merits and dismiss the same."

5. Thereafter, the second order that came to be passed by this Court was on 27th October, 2025. The same reads thus:-

"1. We take notice of the fact that the postal tracking is awaited.

2. However, Mr. M R Shamshad, the learned senior counsel appearing for the petitioner submitted that as directed by this Court his client has deposited an amount of Rs.60,00,000/- (Rupees Sixty lakh Only) with the Registry of this Court.

3. Registry shall invest this amount in an interest bearing fixed deposit account with any nationalised bank for short term on auto renewal basis.

4. List after four weeks."

6. The order dated 20th April, 2026 assumes significance. The same reads thus:-

"1. In pursuance of our order dated 27.02.2026, the amount of Rs.60,00,000/- (Rs. Sixty lakh only) deposited by the petitioner has been disbursed in favour of the sole respondent. A counter affidavit has also been filed by the respondent.

2. Today, when the matter was taken up for further hearing the respondent has not remained present before this Court either in-person or through an advocate.

3. The presence of the respondent will be necessary to pass further orders, more particularly, as regards the flat in question. We say so because it is the case of

the petitioner that having deposited the amount of Rs.60,00,000/- (Rs. Sixty lakh only), as directed, and the same being disbursed in favour of the respondent, he should now be permitted to dispose of the flat. Before we pass any order insofar as the flat is concerned, we believe that we should hear the respondent, and for this purpose, his presence is required.

4. Post it on 11.5.2026.

5. We make it clear that on the next date of hearing, if the respondent fails to appear, we shall proceed to pass appropriate orders."

7. All throughout the course of hearing, we were given an impression that the flat booked by the respondent sometime in 2018 is very much available. It is not in dispute that the respondent paid a sum of Rs. 36,49,960/- to the petitioner towards the sale consideration of the flat. The dispute cropped up when the petitioner failed to deliver the possession of the flat.

8. In our order dated 20th April, 2026 referred to above, it was made clear that it is only after the deposit of Rs. 60,00,000/-, we shall proceed to consider whether the petitioner be permitted to dispose of the said flat in favour of any third party or not.

9. However, to our utter surprise, it appears that the petitioner had sold off the said flat way back in 2021 to a third party. He pocketed the sale consideration of about Rs. 40,00,000/- when he sold out that flat in 2021 and also pocketed the sum of Rs. 36,49,960/- from the respondent, but failed to deliver the possession.

10. In such circumstances referred to above, we are not inclined to hear this petition any longer. The amount of Rs. 60,00,000/- deposited by the petitioner with the Registry of this Court has already been disbursed in favour of the respondent.

11. In so far as the balance amount of Rs. 22,00,000/- is concerned, the same shall now be dealt with by the High Court in the RERA Appeal which is pending before it. The High Court shall pass appropriate orders on the balance amount of Rs.22,00,000/- and see to it that the same is paid by the petitioner to the

respondent.

12. With the aforesaid, the Special Leave Petitions stand dismissed.

13. Pending applications, if any, also stand disposed of.

(VISHAL ANAND)
DEPUTY REGISTRAR

(POOJA SHARMA)
COURT MASTER (NSH)