

2015 927
18-11-2024

SPEED POST/E-Mail

HIGH COURT OF HIMACHAL PRADESH AT SHIMLA -171 001.

No.HHC/Judl./Ex. P. 13 of 2016-

Dated: Shimla the 13th November, 2024. 20199

U.C.
ADC/ADM/AC/DRO

14-11-2024

P/O

DRO
16/11/24

From

The Registrar General,
High Court of Himachal Pradesh,
Shimla-171 001.

To

**The Collector,
Kullu, H.P.**

Subject:- Warrant of sale of immovable/movable property & proclamation of sale in Execution Petition No. 13 of 2016 titled as M/s National Agricultural Co. operative Marketing Federation of India V/s Mahadev Resorts Pvt. Ltd.

Sir,

I have been directed to forward herewith a warrant of sale of Immovable/movable property for execution.

You are, therefore requested to execute the warrant and return the same to this Court well before the date fixed i.e. **30th December, 2024 (30.12.2024).**

Yours faithfully

Deputy Registrar (Judicial)

Encls:-

1. Warrant of sale.
2. Proclamation of sale.
3. Copy of order 07.11.2024.

1

Enrol no. 126 /A-DC Dated - 18-11-2024

Forwarded in original to the Tehsil
Mandi to comply with order of Ld. Court
and sent the action taken report to this
office, so that quita concerned may be
apprised in his time period.

GA

For Deputy Commissioner
KULLU (H.P.)

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No.HHC/Judl./Ex. P. 13 of 2016- 20/11/24

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HIGH COURT OF HIMACHAL PRADESH AT SHIMLA -171 001.
WARRANT OF SALE OF PROPERTY IN EXECUTION
OF AWARD AMOUNT. (ORDER-21 RULE 66)

Execution Pet. No. 13 of 2016.
in
Arbitration Award No. 05 of 2005 dt. 22.05.2015.

National Agricultural Co. operativeDecree Holder.

Versus

Mahadev Resorts Pvt. Ltd.Judgment-Debtors.

To

The Collector,
Kullu, H.P.

These are to command you to sell by way of auction, after giving 15 days previous notice, by affixing the same in Court house, and after making due proclamation of immovable/moveable property attached in Execution of award in favour of Decree Holder in Arbitration Award No. 05 of 2005 dated 22.05.2015, or so much of the said property as shall realize the sum of **Rs. 12,00,29,882/-** being the Awarded amount of the Award dated 22.05.2015 and costs still remain unsatisfied.

You are further commanded to return this warrant on or before the **30th day of December, 2024** with an endorsement certifying the manner in which it has been executed, or the reason why it has not been executed.



Deputy Registrar (Judicial)
High Court of H.P Shimla-1.

Note- Copy forwarded to the Assistant Registrar (Accounts) of this Registry with a direction to remit Rs. 160/- as proclamation Charges to the Collector Kullu, District Kullu (H.P.). Proclamation in this Case has been fixed on 26.11.2024 & the Proclamation Charges have been deposited vide R.R. No. 70 dated 06.11.2024

HIGH COURT OF HIMACHAL PRADESH AT SHIMLA -171 001.
WARRANT OF SALE OF PROPERTY IN EXECUTION
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1. Proclamation of sale:- 26.11.2024.
2. Sale to be effected on:- 16.12.2024.
3. Report on 30.12.2024.

HIGH COURT OF HIMACHAL PRADESH AT SHIMLA -171 001.

PROCLAMATION OF SALE.

(Order XXI, Rule 66 of CPC, Schedule-1, Appendix-E, Form 29)

National Agricultural Co. operative

Decree holder.

Versus

Mahadev Resorts Pvt. Ltd.

Judgment-debtors

Notice is hereby given that under Rule 64 of Order XXI of the Code of Civil Procedure, 1908, an order has been passed by this Court for the sale of the attached property mentioned in the annexed schedule, in satisfaction of the claim of the decree-holder in the arbitration award mentioned in the margin, amounting with costs, and interest up to date of sale to the sum of Rs.12,00,29,882/-.

The sale will be by public auction, and the property will be put up for sale in the lots specified in the schedule. The sale will be of the property of the judgment-debtors above named as mentioned in the schedule below, and the liabilities and claims attaching to the said property, so far as they have been ascertained, are those specified in the schedule against each lot.

In the absence of any order of postponement, the sale will be held by **The Collector Kullu, H.P.** at the monthly sale commencing at **where the property situate** on at 10 O'clock. In the event, however, of the debt above specified and of the costs of the sale being tendered or paid before the knocking down of any lot, the sale will be stopped.

At the sale the public generally are invited to bid, either personally or by duly authorized agent. No bid, by, or on behalf of the judgment-debtors above mentioned, however, will be accepted, nor will any sale to them be valid without the express permission of the Court previously given. The following are the further:

CONDITIONS OF SALE

1. The particulars specified in the schedule below have been stated to the best of the information of the Court, but the Court will not be answerable for any error, mis-statement or omission in this proclamation.
2. The amount by which the biddings are to be increased shall be determined by the Officer conducting the sale. In the event of any dispute arising as to the amount bid, or as to the bidder, the lots shall at once be again put up to auction.
3. The highest bidder shall be declared to be the purchaser of any lot; Provided always that he is legally qualified to bid, and provided that it shall be in the discretion of the Court or officer holding the sale to decline acceptance of the highest bid when the price offered appears so clearly inadequate to make it advisable to do so.
4. For reasons recorded, it shall be in the discretion of the officer conducting the sale to adjourn it subject always to the provision of Rule 69 of Order XXI.
5. In the case of moveable/Immovable property, the price of each lot shall be paid for at the time of sale or as soon as after the officer holding the sale directs, and in default of payment the property shall forthwith be again put up and resold.
6. In the case of immovable property, the person declared to be the purchaser shall pay immediately after such declaration a deposit of 25 per cent of the amount of his purchase money to the officer conducting the sale, and in default of such deposit the property shall forthwith be put up again and resold.
7. The full amount of the purchase-money shall be paid by the purchaser before the Court closes on the fifteenth day after the sale of the property, exclusive of such day, or if the fifteenth day be a Sunday or other holiday, then on the first office day after the fifteenth day.
8. In default of payment of the balance of purchase-money within the period allowed, the property shall be re-sold after the issue of a fresh notification of sale. The deposit, after defraying the expenses of the same may, if the Court thinks fit, be forfeited to Government and the defaulting purchaser shall forfeit all claim to the property or to any part of the sum for which it may be subsequently sold.
9. Reserve Price of the Property will be Rs. 4,09,16,032/-

Given under my hand and seal of the Court, this 13th day of November, 2024.

Schedule of property:-

(List of Property & Memo of parties are attached)



Deputy Registrar (Judicial)
High Court of H.P Shimla-1.

1. Proclamation of sale:- 26.11.2024.
2. Sale to be effected on:- 16.12.2024.
3. Report on 30.12.2024.

HIGH COURT OF HIMACHAL PRADESH AT SHIMLA -171 001-
PROCLAMATION OF SALE.

(Order XXI, Rule 66 of CPC, Schedule-1, Appendix-E, Form 29)

National Agricultural Co. operative

Decree holder.

Versus

Mahadev Resorts Pvt. Ltd.

Judgment-debtors

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(List of Property & Memo of parties are attached)



Deputy Registrar (Judicial)
High Court of H.P Shimla-1.

Memo of Parties.

National Agricultural Co-operative Marketing, Federation of India Ltd. (NAFED)
NAED House, 1, Sidharth Enclave Ashram Chowk, New Delhi 110014 through its
Branch Manager, NAFED D-392, New Subzi Mandi Azadpur Delhi 33.

Decree-Holder.

Versus

Mahadev Resorts Pvt limited, Village Rangari NH-21, Through its Directors,
Sh. V.K. Shrivastava, Shri J.K, Shrivastava, Shri Lalit K Shrivastava and F.S.Ziauddin.
Judgement Debtors

Schedule of Property of JDs

Khasra Nos. 3552/2179, 3548/2177, 3550/2178, 3549/2177 (old) corresponding to Khasra Nos. 1260, 1261, 1263, 1264, 1265 and 1266 (New) Kita-6, Jamabandi 718/1167, Khewat/Khatauni No. 199 min/265, Year 2001-02 situated at Up-Mahal Simsa, Tehsil Manali, District -Kullu, H.P. along with all the land, buildings, structures, appurtenances, fittings, fixtures, movable assets existing thereupon.



Memo of Parties.

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EX.P No.13 of 2016
07.11.2024 Present: Mr. Devi Singh vice Mr. Vandna
Kuthiala, Advocate for the petitioner.

Proclamation charges have been
deposited. Let warrants of sale be issued as per
the filing schedule:-

- (i) Proclamation of sale of the attached
property on 26.11.2024
- (ii) Sale- 16.12.2024.
- (iii) Report- 30.12.2024.



07.11.2024
(Shalini)


Addl. Registrar (Judicial)