

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

+ CS(OS) 392/2012

Decided on 23.04.2015

IN THE MATTER OF :

PAWAN KUMAR SHARMA

..... Plaintiff

Through: Mr.A.P.Singh, Advocate with plaintiff
in person

versus

KANTI DEVI & ORS .

..... Defendants

Through: Mr. V.P.Singh Bidhuri, Advocates
with defendants in person

CORAM

HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J. (Oral)

1. On the last date of hearing, counsels for the parties had sought time to file a Settlement Agreement, but it has not been filed.
2. Today, counsels for the parties jointly hand over a Settlement Deed dated 16.4.2015, executed by the plaintiff and all the defendants. They state that after a preliminary decree was passed on 19.1.2015, whereunder the plaintiff and the defendants No.1 to 4 were declared as entitled to 1/5th share each in premises bearing No.477, near Vatsalaya Mandir, Jawala Nagar, Shahdara, Delhi and a Local Commissioner was appointed to report as to whether the suit premises could be partitioned by metes and bounds, the parties were able to negotiate a settlement.

3. As per the terms of the settlement arrived at between the parties, the plaintiff has agreed to receive a sum of ₹15,20,000/- from the defendants for relinquishing his 1/5th undivided share in the suit premises in their favour. It is accepted that out of the aforesaid amount of ₹15,20,000/-, the plaintiff had received a post dated cheque of 21.4.2015 for a sum ₹2,00,000/- from the defendants which has yet to be presented for encashment. Learned counsel for the defendants undertakes on behalf of his clients that as and when the aforesaid cheque of ₹2,00,000/- shall be presented by the plaintiff, the same shall be duly honoured.

4. As for the remaining amount of ₹13,20,000/-, it has been agreed that the said amount shall be paid by the defendants to the plaintiff in three instalments, by August 2015. Though there is no mention in the Settlement Deed with regard to the dates on which the balance amount shall be payable in three instalments to the plaintiff, the parties as also their counsels agree that the defendants shall pay the first instalment of ₹5,00,000/-, to the plaintiff on or before 20.5.2015; the second instalment of ₹4,10,000/-, on or before 20.7.2015 and the last and final instalment of ₹4,10,000/-, on or before 30.8.2015. It is agreed by the defendants that if they commit a default in paying any of the instalments within the timeline agreed

upon and recorded hereinabove, they shall pay interest to the plaintiff on the outstanding instalment, @ 12% p.a. and in case of two consecutive defaults, the plaintiff shall be entitled to forfeit the amounts already received and seek revival of the present suit. The remaining terms and conditions of the settlement have been recorded in paras 5 to 10 of the Settlement Deed.

5. The plaintiff and the defendants are present in court and they confirm having arrived at the settlement recorded in the Settlement Deed dated 16.4.2015 of their own free will and volition and without any undue influence or coercion from any quarters. Enclosed with the Settlement Deed is a receipt dated 16.4.2015, executed by the plaintiff confirming having received a post dated cheque of ₹2,00,000/-, out of the total agreed amount of ₹15,20,000/- payable by the defendants.

6. The Court has perused the Settlement Deed dated 16.4.2015. The terms and conditions of the settlement are set out in paras 1 to 10 thereof. The same has been signed by the plaintiff and the defendants. There appears no legal impediment in accepting the Settlement Deed. The Settlement Deed is taken on record, while binding the parties to the same.

7. The suit is decreed in terms of the Settlement Deed and the terms recorded hereinabove, while leaving the parties to bear their own expenses.

8. In token of their acceptance of this order, the parties and their counsels shall affix their signatures on this order sheet.

APRIL 23, 2015
mk

(HIMA KOHLI)
JUDGE