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

+ CS(OS) 2995/2012 and I.A. 18111/2012, 2182/2014

RAMANJIT GROVER AND ANOTHER Plaintiffs
Through: Mr. Vijay Tandon, Advocate

versus

INDERPREET SINGH AND ANOTHER Defendants
Through: Mr. Ravinder Singh, Advocate for D-2

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
04.02.2015

1. Two plaintiffs, who are sisters of the defendant No.2, have instituted the present suit praying *inter alia* for a decree of permanent injunction for restraining the defendant No.1 from dealing with the suit premises bearing No.F-27, Green Park (Main), New Delhi. Further, the plaintiffs have sought a decree of declaration against the defendants, declaring the Agreement to Sell dated 20.10.2009 executed by the defendants No.1 and 2 as *void ab initio* and unenforceable. Apart from the above reliefs, the plaintiffs have also sought a decree of permanent and mandatory injunction against the defendants.

2. Mr. Ravinder Singh, learned counsel for the defendant No.2 states that certain events that have occurred during the pendency of the present suit need to be brought to the notice of the Court, which are to the effect that the defendant No.1, a party to the Agreement to Sell dated 20.10.2009, had sold his interests in the said contract in favour of one Shri Sanjay Goel, by way of a Deed of Assignment. The said Sanjay Goel had instituted a suit for specific performance against the defendant No.2, registered as CS(OS) 1808/2011. He submits that at the request of the parties to the aforesaid suit, they were referred by the court to mediation and a Settlement Agreement dated 29.05.2014 was executed between the parties, whereunder the defendant No.2 herein had agreed to pay a sum of ₹51 lacs to Shri Sanjay Goel to settle the dispute in respect of the suit premises. It is stated by learned counsel that the said amount has already been paid to the plaintiff in CS(OS) 1808/2011 and the said suit was disposed of as compromised in terms of the order dated 30.09.2014. Copies of the Settlement Agreement dated 29.05.2014 and the order dated 30.09.2014 passed in CS(OS) 1808/2011 are handed over by the counsel for the defendant No.2 and taken on record.

3. Counsel for the defendant No.2 states that now there is no other pending litigation in respect of the suit premises. The present status of the suit premises is that the defendant No.2 is in possession of the first floor and the plaintiffs are in possession of the ground floor and the second floor of the suit premises and as per the will dated 22.03.1998, executed by Mrs.Ravinder Mumick, who expired on 1.2.2000(mother of the plaintiffs and the defendant No.2), the parties are entitled to one floor each in the suit premises. In terms of the said will, Mrs. Ravinder Mumick, had desired that in case any of her children would wish to dispose of their respective shares in the suit premises, they would give the first option to the other siblings to purchase their share.

4. Counsels for the parties jointly state that they will abide by the last wishes of their mother and agree that in case any of the siblings propose to sell their share in the suit premises, in terms of the bequest, they shall give the first option to the other siblings to purchase the said share at the going market price.

5. Counsels for the parties state that their clients shall remain bound by the said statement and they shall file affidavits on the aforesaid lines within two weeks, while exchanging copies with each other. Both parties state that the suit may be disposed of in terms of

the aforesaid settlement.

6. Ordered accordingly. The suit is disposed of alongwith the pending application, while leaving the parties to bear their own costs.

7. In case either of the parties fails to file the affidavits as directed above, the other party shall be entitled to approach the Court for appropriate orders.

HIMA KOHLI, J

FEBRUARY 04, 2015

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