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

+ EX.P. 212/2015

VIMLA MOTWANI Decree Holder
Through: Mr. Mohit Gupta, Advocate with
Decree Holder in person.

versus

USHA AMBWANI Judgement Debtor
Through: Mr. Rajat Aneja, Advocate with
Mr. Chetan Kakkar, Advocate and Judgment
Debtor in person.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 17.11.2015

1. The Decree Holder has filed the present petition for seeking execution of the consent decree dated 03.03.2014, passed in CS(OS) 2233/2014, whereunder the Decree Holder/plaintiff and the Judgment Debtor/defendant, who are sisters, had agreed that they are entitled to half share each in the suit premises, namely, Flat No.A-12/F, Munirka, New Delhi. They had further agreed that they would sell the flat and distribute the sale proceeds in equal share.

2. On the last date of hearing, it was noticed that after the final decree for partition by sale of the flat was passed, the parties had agreed to submit themselves to mediation but the mediation did not result in a settlement. However, both the parties had sought further

time to arrive at a settlement through out of court inter se bidding. While adjourning the case for today, the Decree Holder was directed to produce the title documents of the suit premises and file an affidavit stating inter alia that the suit premises is free from all encumbrances.

3. Pursuant to the aforesaid order, an affidavit dated 05.11.2015 has been filed by the Decree Holder, wherein she has stated that the suit premises is free from all encumbrances and is lying vacant. The Decree Holder has also brought the title deed of the suit premises which has been examined by the Judgment Debtor. Counsel for the Decree Holder submits that in her affidavit, the Decree Holder has furnished the details of the expenses incurred by her towards the electricity, water, telephone, PNG Bills raised and the house tax in respect of the suit premises, which is to the tune of Rs.70,000/- (approx.).

4. Counsels for the parties state that the parties have not been able to arrive at a settlement through an out of court inter se bidding attempted by them and request that they may be permitted to make the bids in open court. Permission to the said effect has been granted.

5. Both the parties have agreed that the market price of the suit premises is not less than Rs.80 lacs. Bids and counter bids have been made by both sides. The highest bid has been made by the

Judgment Debtor for a sum of Rs.88 lacs. The Decree Holder is agreeable to sell her half undivided share in the suit premises in favour of the Judgment Debtor at 50% of the said bid, which is acceptable to the other side. However, the timeline of four months sought by the Judgment Debtor for making the payment of Rs.44 lacs to the Decree Holder is not acceptable to her.

6. Counsel for the Judgment Debtor has instead offered to pay a sum of Rs.44 lacs to the Decree Holder for her half undivided share in the suit premises within two months from today, i.e., on or before 17.01.2016. The Judgment Debtor has agreed that she shall deposit a sum of Rs.4 lacs in the Registry within 15 days from today and the balance sum of Rs.40 lacs in two instalments of Rs.20 lacs each on or before 23.12.2015 and 17.1.2016, respectively.

7. The Decree Holder shall deposit the title deeds of the suit premises alongwith the other original documents in the Registry immediately after the Judgement Debtor deposits the sum of Rs.4 lacs, under written intimation to the Decree Holder.

8. Both the parties agree that the outstanding dues towards the maintenance of the suit premises upto 03.03.2014, shall be borne by the Decree Holder alone and the expenses that have been/are to be incurred by the Decree Holder from 03.03.2014 till 17.01.2016, shall

be borne by both the parties in equal share. The said amount shall be recalculated by the Decree Holder and communicated to the other side through counsel within two weeks. The Judgment Debtor shall pay 50% of the maintenance dues between 3.3.2014 and 17.1.2016 to the Decree Holder on or before 17.1.2016.

9. It is further agreed that both the parties shall cooperate with each other in every manner for getting the suit premises mutated jointly in their names. The documents for the transfer of the suit premises in favour of the Judgment Debtor shall be executed by the Decree Holder, within four weeks from the date of mutation of the suit premises, for which purpose, the expenses liable to be incurred, shall be borne exclusively by the Judgement Debtor.

10. The keys of the suit premises shall be deposited by the Decree Holder in Court on or before 17.1.2016. Upon execution of the Sale Deed, the Decree Holder shall be entitled to approach the Registry for release of the amount deposited by the Judgment Debtor in Court, upon filing a certified copy of the Sale Deed. Similarly, the Judgment Debtor shall be entitled to approach the Registry for release of the keys of the suit premises upon filing a certified copy of the Sale Deed.

11. Both the parties undertake to abide by the conditions recorded herein above. In the event, either party defaults in discharging their

obligation recorded hereinabove, the aggrieved party shall be entitled to approach the Court for appropriate orders.

12. The petition is disposed of.

13. In acceptance of the orders passed hereinabove, both the parties, who are present in Court, shall affix their signatures on the order sheet, duly identified by their counsels.

HIMA KOHLI, J

NOVEMBER 17, 2015

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