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

+ RFA 101/2016 & CM No.7193/2016 (for stay)

SIMRANJEET SINGH & ANR

..... Appellants

Through: Mr. Amit Chadha and Mr. Hirein
Sharma, Advs.

Versus

MUKESH ANAND

..... Respondent

Through: Mr. Bhupesh Narula, Mr. Jitendra
Kumar Singh and Ms. Poonam
Nagpal, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **17.03.2016**

1. This order is in continuation of the previous orders dated 26th February, 8th March, 9th March and 11th March, 2016.
2. The counsel for the respondent states that the respondent does not want to compromise with the appellants.
3. The counsel for the appellants states that the appellants have given a reasonable proposal for settlement to the respondent.
4. Be that as it may, since the compromise is not possible and notice was issued limited to the said extent only, the appeal is dismissed with no order as to costs.
5. Decree sheet be drawn up.

6. However, that still leaves the aspect of the conduct of the appellants of misrepresenting the orders of the Court.
7. The counsel for the appellants has fairly stated that the appellants will deposit a sum of Rs.50,000/- with the Delhi High Court Bar Association Lawyers' Social Security and Welfare Fund, New Delhi within four weeks of today as penance for the mistake committed by them.
8. Though I was inclined to proceed against the appellants in this respect but in view of the fair offer made by the counsel for the appellants, I refrain from doing so, however cautioning the appellants to be careful in future.
9. The receipt of deposit of the said sum of Rs.50,000/- be shown to the Court Master within four weeks. If it is not so shown, the Court Master to have this matter re-listed for consideration.
10. The counsel for the appellants at this stage states that it is the case of the appellants that the respondent has agreed to sell the property to the appellants and the respondent is thus not entitled to any rent.
11. This Court has not gone into the merits of the case of the respective parties which will remain open for adjudication in accordance with law. As far as the payment made under orders of this Court is concerned, it is clarified that the same will not affect the rights of either of the parties.

RAJIV SAHAI ENDLAW, J.

MARCH 17, 2016

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