

\$~15 and 28.

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

+ RFA 441/2016 and RFA 105/2015

DEEP CHAND (DECEASED) THR LRS Appellants
Through: Mr. Vikramjit Reen, Advocate with all
the appellants in person.

versus

RAM WATI & ANR Respondents
Through: Mr. K. Raj, Advocate for R-1 with R-1
in person.
Mr. Sushil Kumar Jha, Advocate for R-2 with R-2
in person.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
21.11.2016

%

1. Counsel for the appellants states that prior to passing of the final decree of partition, vide the impugned judgment and decree dated 25.05.2016, a preliminary decree was passed by the trial court on 12.01.2015, whereunder the legal heirs of Late Shri Deep Chand {appellant No.1 (a-c)} collectively, the legal heirs of Late Shri Ram Kishan (appellant No.2 -7) collectively, Smt. Ram Wati, (respondent No.1) and Munni Devi (respondent No.2) were held entitled to 1/4th undivided share each in the suit premises.

2. Aggrieved by the preliminary decree dated 12.01.2015, the appellants had filed an appeal, registered as RFA 105/2015, which is stated to have been admitted for regular hearing. Subsequently, the final judgment and decree came to be passed on 25.05.2016, whereunder, after examining the report of the Local Commissioner to the effect that the suit premises could not be partitioned by metes and bounds and in view of the fact that none of the parties had come forward with a proposal to sell/purchase each others' shares, it was deemed appropriate to direct the property to be put to public auction and the sale proceeds recovered be divided amongst the parties in proportion to their respective shares as fixed in the preliminary decree. Further, the relief of possession prayed for by the respondent No.1 (plaintiff in the suit) was declined.
3. On 17.08.2016, at the joint request of the counsels for the parties, who had stated that they were exploring the possibility of arriving at an amicable resolution of their dispute, the parties were directed to remain present in court.
4. Today, the parties are present. The matter was passed over on the first call to enable them to interact with each other.
5. On pass over, counsels for the parties jointly state that the parties have arrived at a settlement in both the appeals and the appellants agreed to pay a sum of Rs.22 lacs to each of the respondents No.1 and 2 for their respective 1/4th undivided share in the suit premises.

6. The schedule of payment as agreed upon by the parties is as follows:-
- (i) The first instalment of 25% of Rs.22 lacs payable to each of the respondents No.1 and 2 shall be paid by the appellants within one month from today, i.e., on or before 21.12.2016.
 - (ii) The second instalment of 25% shall be payable to the respondents No.1 and 2 within one month reckoned from 21.12.2016, i.e., on or before 21.01.2017.
 - (iii) The balance 50% of the agreed amount shall be payable to the respondents No.1 and 2 respectively within three months reckoned from 21.01.2017 i.e., on or before 22.04.2017.
 - (iv) The respondents No. 1 and 2 shall executed all the requisite documents for transferring their respective 1/4th share each in the suit premises in favour of the appellants at the time of receiving the final instalment and shall co-operate with the appellants for getting their names recorded as the owners of the suit premises, wherever necessary.
 - (v) It is agreed by the parties that in case of any default on the part of the appellants in paying the instalments to the respondents No.1 and 2, they shall pay interest @9% per annum on the outstanding amount.
 - (vi) It is further agreed that if there are two consecutive defaults on the part of the appellants in making the payment of the agreed amounts to the respondents No.1 and 2, then it shall be assumed the settlement has fallen through and in that eventuality, the parties shall be at liberty to seek execution of the impugned judgment and decree, in accordance with law.

7. With the consent of the parties, both the appeals are disposed of, in terms of the settlement recorded hereinabove.

8. As a token of acceptance of the settlement arrived at, the parties shall affix their signatures on the margin of the order sheet alongwith the counsels.

NOVEMBER 21, 2016
rkb/ap

HIMA KOHLI, J

