

\$~13

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RSA 87/2012 & CM No.9434/2012
SHEHNAZ BEGUM & ANR

..... Appellant
Through Mr. Rajeev Virmani, Sr. Adv. with
Mr. Saleem, Adv.

versus

SHEIKH REHMAN ELAHI & ORS

..... Respondent
Through Mr. R P Sharma, Adv. for R-3 & 4

CORAM:
HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER
% **02.09.2016**

1. This regular second appeal was argued at length on 30.08.2016. During the course of hearing a proposal came up whereby this litigation would come to an end by the appellants/plaintiffs being declared and given ownership of the property No.289, ground floor, admeasuring 19.86 sq.yds. at Fatehpuri, Delhi with respect to which the appellants/plaintiffs had in their favour the agreement to sell dated 13.04.1990 and the respondents No.3 and 4/defendants No.3 and 4 be declared as owner of even the half undivided share of property 290-C, ground floor, admeasuring 56.52 sq.yds. Fatehpuri, Delhi and for which half undivided interest the appellants/plaintiffs had in their favour the agreement to sell dated 13.04.1990. It may be noted that respondents No.3 and 4/defendants No.3 and 4 had

become owners of the remaining half share of property 290-C having purchased the same from the original owners/respondents 1 and 2 under the sale deed (Ex.PW3/3) dated 24.05.1990. It was also proposed that the amount of Rs.30,000/- which was paid by the appellants/plaintiffs to the defendant No.1 under the Agreement to Sell dated 13.04.1990 was both with respect to property No.289 as also half undivided share of property No.290-C but no amount will be payable by the respondents No.3 and 4/defendants No.3 and 4 to the appellants/plaintiffs. It was also agreed that the sale deed with respect to the suit property bearing No.289 sq.yds., ground floor, admeasuring 19.86 sq.yds., Fatehpuri, Delhi be executed in favour of the appellants/plaintiffs through a court official as per Order 21 Rule 32 CPC and which should be done by the trial court within a period of two months of the receipt of copy of the present order.

2. Today all the aforesaid terms are reiterated and agreed before this Court stating that this RSA and the suit itself be disposed of by compromise in terms of the aforesaid agreed terms.
3. (i) Accordingly, the suit and the present appeal is disposed of by passing a decree of specific performance in favour of the appellants/plaintiffs and against the respondents No.3 and 4/defendant Nos.3 and 4 including their successors, and thereby a sale deed of the property No.289, ground floor, admeasuring 19.86 sq.yds., Fatehpuri, Delhi be executed in favour of the appellants/plaintiffs, subject of course to the

appellants/plaintiffs complying with all necessary formalities involving stamp duty, registration charges etc. for execution of the sale deed of the property in favour of the appellants/plaintiffs.

(ii) So far as property 290-C, ground floor, admeasuring 56.52 sq.yds., Fatehpuri, Delhi is concerned, it is agreed that the respondents No.3 and 4 would be owner of the same in terms of sale deed dated 24.05.1990 (Ex.PW3/3) executed by defendants No.1 and 2/respondents 1 and 2 in favour of defendants No.3 and 4/respondents No.3 and 4 and appellants/plaintiffs give up their claims as against property 290-C.

4. It is also noted for the purpose of record that the appellants/plaintiffs are already in possession of the property No.289 under the Agreement to Sell dated 13.04.1990.
5. In view of the present compromise arrived at, respondents No.3 and 4 who have deposited certain amounts in the trial court, this amount deposited be refunded back to the respondents No.3 and 4 along with the accrued interest thereto, if any, by the trial court.
6. The appeal and suit are disposed of accordingly in terms of the aforesaid compromise, leaving parties to bear their own costs.

VALMIKI J. MEHTA, J

SEPTEMBER 02, 2016
VLD