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IN THE HIGH COURT OF DELHI AT NEW DELHI

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O.M.P. 652/2014

MANJIT KAUR SARNA

..... Petitioner

Through: Mr. Jagdev Singh, Advocate.

Versus

DEEPTI SARNA

..... Respondent

Through: Mr. Anshu Bhanot and Mr. Anuj Mirdha, Advocates.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN SINGH

ORDER

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25.04.2016

1. This order is being passed in continuation of the various orders passed by the Court from time to time. The main lead order is dated 21st May, 2015, which reads as under:-

“1. Parties submit that as regards the terms of Settlement Agreement dated 31st July, 2014, the following steps remain to be completed:

i) The Respondent is required to have her share in the Satbari Farm transferred to the nominee of the Petitioner by completing necessary formalities in the office of the concerned Revenue Authority.

ii) The son of the Petitioner and the Respondent have to appear before the Court concerned for the second motion proceedings in the petition for dissolution of their marriage.

iii) The son of the Petitioner has to pay the Respondent a sum of Rs. 2 Crores. It may be mentioned here that in terms of Para B (b) (i) of the Settlement Agreement the said sum was supposed to

be kept in an escrow account a period of 6 months from the date of settlement in the name of Mr. Anshu Bhanot and Mr. Arvind Mishra. However since that stage has already been crossed, the parties agree that said sum shall be paid directly to the Respondent.

2. There is an anxiety on both sides about the sequence of the above steps and whether the other party will abide by the time schedule that may be fixed. However, counsel appearing for both sides, assure that the parties will abide by any time-bound direction issued by the Court.

3. The Court accordingly directs as under:

a) On or before 20th June 2015, the son of the Petitioner will deposit in this court a demand draft (DD) in the sum of Rs. 2 crore in favour of the Respondent, with a photocopy thereof being served on the counsel for the Respondent which. The said DD when deposited will be kept in a sealed cover and remain with the Registrar General of this Court. It will be released to the Respondent upon the Court being informed of the satisfactory compliance with the directions issued hereafter.

b) Within 10 days from today, counsel for Respondent will inform the counsel for the Petitioner of all the formalities that are required to be completed in the office of the Revenue Authority for facilitating the mutation of the half share of the Respondent in the Satbari Farm property in the name of the nominee of the Petitioner.

c) Within the same period, the Petitioner will inform the Respondent through counsel the name of such nominee.

d) The Respondent will communicate to the Petitioner through counsel within ten days after 20th June 2015 the date and time between the 1st and 7th of July 2015 when she will remain present at the office of the Revenue Authority on which date and time the Petitioner or her nominee shall remain present for completing

the formalities to facilitate the mutation.

e) On or before 7th July 2015, the Respondent shall pay to the son of the Petitioner 50% of the sale proceeds of the golf club membership.

4. Subject to the compliance with the direction at 3 (a) above, both the parties will cooperate to ensure that the requisite mutation takes place in the revenue records in respect of the property in question between 1st to 7th July, 2015. Subject to completion of the steps at para 3 (a) to (e) above, the son of the Petitioner and Respondent shall present themselves before the Court concerned between 10th and 20th July, 2015 for the purpose of second motion proceedings.

5. The matter be treated as part-heard. List on 27th July, 2015.”

2. The parties have settled all the disputes and the orders have been passed from time to time in this regard. The only compliance needs to be done by the respondent, who is present in Court and is agreeable that if any document is required from her side in the pending appeal in relation to suit property, she would cooperate and will take the same stand as already taken and further in the probate petition which is filed on the basis of the Will, she would file the ‘No Objection Certificate’, if so required.

As far as the recovery of second insurance policy is concerned, she has undertaken that she will not claim any right or amount from the said Policy. The entire amount for the said policy would go to the account of daughter, namely, Ms. Shiwan Sarna.

3. In view of the facts and circumstances of the case, the total amount of Rs.2,00,00,000/- deposited with the Registrar General of this Court vide two FDRs bearing Nos. 660590 for an amount of Rs.12,49,071/- and 6660591

for an amount of Rs.1,87,50,929/- along with interest, if any, accrued thereon be released in favour of the respondent forthwith.

4. In view of the settlement arrived at between the parties, the petitioner's counsel upon instruction wishes to withdraw the present petition. The same is disposed of as not pressed.

5. A copy of this order be given *dasti* to both the parties under the signatures of the Court Master.

MANMOHAN SINGH, J.

APRIL 25, 2016

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