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

+ RFA No.331/2014 & CM No.12609/2014 (for stay)

RAMA SAXENA (DECEASED THR HER LRS) Appellant
Through: Mr. Somesh Saxena, Appellant
No.1(i) in person.

Versus

WING COMMANDER SHRI PRITAM SINGH
BHINDER (RETD.) (DECEASED) THROUGH LRS Respondent
Through: Mr. Sunil Mittal, Ms. Parul Malik and
Mr. Dhruv Grover, Advs. for R-
1(i)&1(ii) with R-1(i) in person.
Ms. Maldeep Sidhu, Adv. for R-1(iii)
with Mr. Mohinder Pal Singh
Madaan, Attorney of R-1(ii).

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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18.02.2016

1. This order is in continuation of the earlier order dated 10th February, 2016.
2. The appellant No.1(i) Mr. Somesh Saxena appearing in person, the respondent No.1(i) Ms. Ajit Bhinder appearing for herself and as attorney of her daughter respondent No.1(iii) Ms. Kirat Manika Rabier and as identified by Mr. Sunil Mittal, Advocate and Mr. Mohinder Pal Singh Madaan appearing as attorney of respondent No.1(ii) and as identified by Ms. Maldeep Sidhu, Advocate confirm that the judgment and decree dated 11th June, 2014 of the Court of Additional District Judge (ADJ)-01, East District,

Karkardooma Courts, Delhi in Suit No.26/08/80 Unique Case ID No.02402C0072702006 impugned in this appeal be modified in terms of the settlement / compromise as recorded in the order dated 10th February, 2016 and have in pursuance thereto also produced the Powers of Attorney.

3. The statement of aforesaid persons has been recorded separately and the undertakings given by each of them to this Court are accepted and each of them / the persons as whose attorney they are appearing, are ordered to be bound thereby.

4. The compromise arrived at between the parties is found to be lawful and is allowed.

5. The judgment and decree impugned in this appeal is accordingly set aside and substituted by the judgment and decree in terms of the compromise as contained in the orders dated 8th February, 2016, 10th February, 2016 and today's order and the statements recorded today.

6. In terms of the compromise, it is further directed that the Perpetual Lease Deed of the land underneath property No.C-474, Defence Colony, New Delhi and the sanctioned plan of the said property filed in the Trial Court and record whereof is requisitioned in this Court be handed over to Ms. Ajit Bhinder through Mr. Sunil Mittal, Advocate on the terms contained in the compromise and to be used and dealt with only in terms of the compromise.

7. Mr. Sunil Mittal, Advocate states that a direction be also issued to the Land & Development Office (L&DO) and New Delhi Municipal Corporation (NDMC) for expeditiously dealing with the applications for mutation of the property and for conversion of leasehold rights in the land

underneath property No.C-474, Defence Colony, New Delhi into freehold.

8. Considering the fact that the dispute has had a long history and that any delay on this account may further come in the way of the compromise, the said Authorities are directed to, subject to all the requirements and formalities being fulfilled, deal with the request for mutation / freehold conversion expeditiously.

No costs.

Decree sheet be drawn up. The orders dated 8th February, 2016, 10th February, 2016, today's order and statements recorded of parties to form part of the decree sheet.

Copy of this order be given *dasti* under the signatures of the Court Master.

RAJIV SAHAI ENDLAW, J.

FEBRUARY 18, 2016
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**Statement of Mr. Moinder Pal Singh Madaan aged about 61 years
S/o Late Sh. S. Khazan Singh R/o Flat No.801, Ahinsa Khand, Pinnacle
Tower, Indrapuram, Ghaziabad, U.P.-201010 on SA:**

1. I am the attorney of the respondent No.1(ii) Mr. Gobinder Singh Bhinder in RFA No.331/2014 as per the amended memorandum of parties filed on 10th February, 2016.
2. The Power of Attorney executed by the respondent No.1(ii) Mr. Gobinder Singh Bhinder bears the signature of the respondent No.1(ii) Mr. Gobinder Singh Bhinder at point 'A' which I identify as I have seen him writing and signing and the photograph on the first page of the Power of Attorney at point 'B' is of the respondent No.1(ii) Mr. Gobinder Singh Bhinder. The said Power of Attorney is **Ex.C-4**.
3. I state that I am duly empowered to make this statement and I am making this statement on behalf of the respondent No.1(ii) Mr. Gobinder Singh Bhinder.
4. I had forwarded a copy of the order dated 10th February, 2016 of this Court to Mr. Gobinder Singh Bhinder and he has, after going through the same confirmed to be bound by what is recorded therein.
5. I as attorney of Mr. Gobinder Singh Bhinder have compromised all the disputes and differences subject matter of this appeal as well as relating to property No.C-474, Defence Colony, New Delhi with the two appellants as well as respondents No.1(i) & 1(iii) as per the amended memorandum of parties filed on 10th February, 2016 and on the terms contained in the order dated 10th February, 2016.

6. All the terms of the compromise are contained in the order dated 10th February, 2016. I as attorney and Mr. Gobinder Singh Bhinder, after going through the same have satisfied ourselves and I state that no other additional term is required to be incorporated.
7. I, personally and on behalf of Mr. Gobinder Singh Bhinder undertake to this Court to abide by the compromise as contained in the order dated 10th February, 2016 and not do anything in contravention thereof.
8. Myself and Mr. Gobinder Singh Bhinder have understood the consequences of breach of undertaking given to the Court.
9. The decree impugned in this appeal be modified in terms of the aforesaid compromise.

RO&AC.

RAJIV SAHAI ENDLAW, J.

FEBRUARY 18, 2016

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Statement of Mrs. Ajit Bhinder aged about 74 years W/o Late Wg. Cdr. Pritam Singh Bhinder R/o Pinnacle Tower, A-801, Ahinsa Khand-II, Indrapuram, Ghaziabad, U.P.-201010 on SA:

1. I am the respondent No.1(i) in RFA No.331/2014 as per the amended memorandum of parties filed on 10th February, 2016 and I am also the attorney of my daughter Ms. Kirat Manika Rabier, respondent No.1(iii), as per the said amended memorandum of parties.
2. I identify the signatures of my daughter at points 'A' and 'B' and my signature at point 'C' and the photograph on the first page of the Power of Attorney at point 'D' is of my daughter's photograph. I have seen my daughter signing and as such can identify her signature. The said Power of Attorney is **Ex.C-3**.
3. I state that I am duly empowered to make this statement and I am making this statement on behalf of myself and my daughter respondent No.1(iii).
4. I had forwarded a copy of the order dated 10th February, 2016 of this Court to Ms. Kirat Manika Rabier and she has, after going through the same, confirmed to be bound by what is recorded therein.
5. I myself and as attorney of my daughter have compromised all the disputes and differences subject matter of this appeal as well as relating to property No.C-474, Defence Colony, New Delhi with the two appellants as well as respondent No.1(ii) as per the amended memorandum of parties filed on 10th February, 2016 and on the terms contained in the order dated 10th February, 2016.

6. All the terms of the compromise are contained in the order dated 10th February, 2016. I for myself and as attorney of my daughter, after going through the same have satisfied ourselves and I state that no other additional term is required to be incorporated.

7. I personally and on behalf of Ms. Kirat Manika Rabier undertake to this Court to abide by the compromise as contained in the order dated 10th February, 2016 and not do anything in contravention thereof.

8. Myself and Ms. Kirat Manika Rabier have understood the consequences of breach of undertaking given to the Court.

9. I undertake to this Court not to use the original Perpetual Lease Deed and sanctioned plan lying deposited in this Court and to be released to me in terms of the compromise, for any purpose other than as mentioned in the compromise and I understand that I will be holding the said document in trust for the appellants. Similarly, I shall not use the Conveyance Deed of freehold rights in land underneath the property in any manner other than that stipulated in the compromise and shall retain and hold the same till fructification of the sale, in trust for the appellants.

10. The decree impugned in this appeal be modified in terms of the aforesaid compromise.

RO&AC.

RAJIV SAHAI ENDLAW, J.

FEBRUARY 18, 2016

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Statement of Mr. Somesh Saxena aged about 49 years S/o Mr. Harish Bahadur Saxena R/o C-474, Defence Colony, New Delhi-110024 and also R/o 3601, Ravens Crest Drive Plainsboro, N.J. 08536, USA on SA:

1. I am the appellant No.1(i) in RFA No.331/2014 as per the amended memorandum of parties filed on 10th February, 2016 and was personally present before this Court on 10th February, 2016 and after receiving a copy of the order of the said date affirm that whatsoever is recorded in the order is true and correct.
2. In accordance with the aforesaid order, I had sent a draft of Power of Attorney to my brother Dr. Rajesh Saxena, who is appellant No.1(ii) as per the amended memorandum of parties and my brother has executed the Power of Attorney and has sent the original of the same to me which has not been received as yet but has electronically scanned a copy thereof to me and the said scanned copy bears the signature of my brother at point 'A' and my signature at point 'B' and the photograph on the first page of the said Power of Attorney at point 'C' is mine and is attested under my signature at point 'D'. I have seen my brother signing and can as such identify his signature.
3. I have also executed an affidavit in affirmation of the same being a scanned copy and the same bears my signatures at points 'A' and 'B'.
4. The Power of Attorney and the affidavit are **Ex.C-1** and **Ex.C-2** respectively.
5. I state that I am duly empowered to make this statement and I am making this statement on behalf of myself and my brother appellant No.1(ii).

6. I myself and my brother have compromised all the disputes and differences subject matter of this appeal as well as relating to property No.C-474, Defence Colony, New Delhi with the respondents (as per the amended memorandum of parties filed on 10th February, 2016) and on the terms contained in the order dated 10th February, 2016.

7. All the terms of the compromise are contained in the order dated 10th February, 2016. I have after going through the same satisfied myself and I state that no other additional term is required to be incorporated.

8. I undertake to this Court on my behalf as well as on behalf of my brother appellant No.1(ii), to abide by the compromise as contained in the order dated 10th February, 2016 and not do anything in contravention thereof.

9. That I have understood the consequences of breach of undertaking given to the Court.

10. I shall, in the event of Land & Building Office (L&DO), as a condition for conversion of leasehold rights in the land underneath the property into freehold, requiring inspection of the property, give / arrange to give inspection of the property, so that the conversion is not held up for this reason.

11. The decree impugned in this appeal be modified in terms of the aforesaid compromise.

RO&AC.

RAJIV SAHAI ENDLAW, J.

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RFA No.331/2014

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