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

+ EX.P. 108/2016 & EA No.533/2016 (objections by objectors)

MANJU JAIN

..... Decree Holder

Through: Mr. Jinendra Jain & Mr. Prijesh
Yadav, Advs.

Versus

KARTAR TYRE HOUSE & ORS

..... Judgement Debtors

Through: Mr. Yogesh K. Jagia and Mr. Amit
Sood, Advs. for objectors.

AND

CS(OS) 1100/2012 & IAs No.15459/2014 (u/O XII R-6 CPC),
8129/2015 (u/O XXXIX R-10 CPC) & 16142/2016 (u/S 152 CPC)

GAGANDEEP SINGH & ANR

..... Plaintiffs

Through: Mr. Yogesh K. Jagia and Mr. Amit
Sood, Advs.

Versus

SARDAR PRITHIPAL SINGH CHAWLA & ORS

..... Defendants

Through: Mr. Manjeet Singh Ahluwalia, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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20.12.2016

1. Execution Petition No.108/2016 is filed for execution of a judgment dated 1st June, 2016 in CS(OS) No.846/2015 for recovery of Rs.5,63,90,000/- together with interest from Kartar Tyre House of which Mr. Charanjeet Singh Chawla and Mr. Prithi Pal Singh are the partners.

2. The Ex.P. No.108/2016 came up before this Court first on 29th July, 2016 when warrants of attachment of immovable property No.1695, Arya Samaj Road, Karol Bagh, New Delhi stated to be belonging to the judgment debtors were issued.

3. The judgment debtor No.2 Mr. Charanjeet Singh Chawla on his own appeared before this Court on 29th July, 2016 and stated that the judgment debtors are in possession of the property, save for three tenants in possession of three shops on the ground floor of the property.

4. CS(OS) No.1100/2012 has been filed by Mr. Gagandeep Singh and Mr. Rajinder Singh against Sardar Prithipal Singh Chawla and Sardar Charanjeet Singh Chawla for specific performance of an agreement dated 25th December, 2010 of purchase of the property aforesaid. Though the decree holder Ms. Manju Jain was also impleaded as a party to that suit but was deleted on 22nd April, 2015.

5. The aforesaid Mr. Gagandeep Singh and Mr. Rajinder Singh have filed objections by way of EA No.533/2016 in the Ex.P. No.108/2016.

6. The counsel for the decree holder Ms. Manju Jain, the counsel for the plaintiffs Mr. Gagandeep Singh and Mr. Rajinder Singh in CS(OS) No.1100/2012 and the counsel for the defendants in the suit and judgment debtors in the execution petition namely Sardar Prithipal Singh Chawla and Sardar Charanjeet Singh Chawla state that the parties have amicably settled the disputes subject matter of both the proceedings on the following terms:

(I) that Sardar Prithipal Singh Chawla and Sardar Charanjeet Singh Chawla are the recorded owners of the property aforesaid and

the said property is free from all encumbrances, save for these proceedings;

(II) that in pursuance to the agreement to sell dated 25th December, 2010, for specific performance of which CS(OS) No.1100/2012 has been filed, Mr. Gagandeep Singh and Mr. Rajinder Singh have already been handed over vacant peaceful physical possession of the entire property as shown in the site plan at page 5 of Part-III file in CS(OS) No.1100/2012, save half of the shop on the ground floor facing Arya Samaj Road which is still in possession of Sardar Prithipal Singh Chawla and Sardar Charanjeet Singh Chawla;

(III) that Sardar Prithipal Singh Chawla and Sardar Charanjeet Singh Chawla shall on or before 31st January, 2017 execute and register Sale Deed of the entire property in favour of Mr. Gagandeep Singh and Mr. Rajinder Singh or their nominee at the cost and expense of Mr. Gagandeep Singh and Mr. Rajinder Singh; the conversion of leasehold land underneath the property to freehold, if any required shall be got done by Mr. Gagandeep Singh and Mr. Rajinder Singh at their expense and all other permissions if any required for execution of sale deed shall also be obtained at the expense of Mr. Gagandeep Singh and Mr. Rajinder Singh;

(IV) that Sardar Prithipal Singh Chawla and Sardar Charanjeet Singh Chawla shall similarly on or before 31st January, 2017 deliver vacant peaceful physical possession of half of the shop on the ground floor of the property still in their possession to Mr. Gagandeep Singh and Mr. Rajinder Singh;

(V) that the entire sale consideration has already been paid by Mr. Gagandeep Singh and Mr. Rajinder Singh to Sardar Prithipal Singh Chawla and Sardar Charanjeet Singh Chawla;

(VI) that Mr. Gagandeep Singh and Mr. Rajinder Singh have in addition to the sale consideration agreed to pay a sum of Rs.40 lakhs to Sardar Prithipal Singh Chawla and Sardar Charanjeet Singh Chawla;

(VII) that Mr. Gagandeep Singh and Mr. Rajinder Singh have deposited a sum of Rs.33,21,000/- in CS(OS) No.846/2015 and which is earning interest;

(VIII) that the decree holder Ms. Manju Jain shall be entitled to withdraw out of the amount so lying deposited, a sum of Rs.25 lakhs and on receipt thereof, the decree for execution of which execution petition No.108/2016 is filed shall stand fully satisfied and the decree holder Ms. Manju Jain shall not be left with any claim against M/s Kartar Tyre House or Mr. Charanjeet Singh Chalwa or Mr. Prithipal Singh or against the property and the attachment effected shall stand lifted;

IX) Ms. Manju Jain, before withdrawing the sum of Rs.25 lakhs from this Court, shall withdraw the proceedings under Section 138 of Negotiable Instruments Act, 1881 against Sardar Prithipal Singh Chawla and Sardar Charanjeet Singh Chawla pending in the District Courts at Saket, New Delhi.

(X) that all parties shall withdraw all complaints, FIRs, prosecutions lodged against each other and co-operate in quashing of

any of the FIRs against each other, the same shall also be done on or before 31st January, 2017;

(XI) that Mr. Gagandeep Singh and Mr. Rajinder Singh shall, after enquiring about the interest accrued on the aforesaid amount of Rs.33,21,000/- before the date of execution of the Sale Deed, deposit the balance amount, so as to enable Sardar Prithipal Singh Chawla and Sardar Charanjeet Singh Chawla to withdraw Rs.15 lakhs (after Rs.25 lakhs being withdrawn by the decree holder Ms. Manju Jain) from this Court immediately after execution and registration of the Sale Deed and delivery of vacant peaceful and physical possession;

XII) On execution of the Sale Deed as aforesaid, the title deeds of the property lying deposited in CS(OS) No.1100/2012 shall be released in favour of Mr. Gagandeep Singh and Mr. Rajinder Singh.

(XIII) that Sardar Prithipal Singh Chawla and Sardar Charanjeet Singh Chawla who are present in Court and as identified by their counsels undertake to this Court to so execute the Sale Deed and to deliver possession; that it is made clear that if they do not so execute the Sale Deed and deliver vacant peaceful physical possession, they shall be proceeded against for breach of undertaking given to the Court and shall forfeit the amount of Rs.15 lakhs and in which case Mr. Gagandeep Singh and Mr. Rajinder Singh shall be entitled to have the Sale Deed executed through the process of the Court, recover possession of the portion of the shop still in possession of Sardar Prithipal Singh Chawla and Sardar Charanjeet Singh Chawla by

seeking warrants of possession and to withdraw the balance amount lying deposited in this Court; and

(XIV) that if any dispute survives between Mr. Gagandeep Singh and Mr. Rajinder Singh on the one hand and Sardar Prithipal Singh Chawla and Sardar Charanjeet Singh Chawla on the other hand, the same shall not come in the way of quashing of the FIR and complaints insofar as against Ms. Manju Jain.

7. The aforesaid compromise is found to be lawful and is allowed.
8. The undertakings aforesaid of Sardar Prithipal Singh Chawla and Sardar Charanjeet Singh Chawla are accepted and they are ordered to be bound thereby.
9. The execution petition is disposed of in terms of above.
10. A decree is passed in CS(OS) No.1100/2012 in terms of above, making it clear that the decree shall be executable in the manner aforesaid.
11. Sardar Prithipal Singh Chawla and Sardar Charanjeet Singh Chawla are also restrained from parting with possession of the half shop still in their possession in favour of any other person.
12. The parties are left to bear their own costs.
13. Decree sheet in CS(OS) No.1100/2012 be drawn up.

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

RAJIV SAHAI ENDLAW, J.

DECEMBER 20, 2016

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