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

+ **CS(OS) 3355/2012**

RAMLA SACHDEVA & ANR

..... Plaintiffs

Through : Mr Amitabh Chaturvedi and Mr
Sumit K. Shukla, Advocates
alongwith Plaintiff no.2 in person.

versus

ASHWANI SACHDEVA & ORS

..... Defendants

Through : Mr Harpreet S. Nagpal, Advocate for
D-1 & 2.
Ms Rakhi Ray, Advocate for D-3 & 4.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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03.10.2016

IA No. 10584/2016

This is an application filed by the plaintiffs, *inter alia*, praying that the suit be decreed in terms of the settlement arrived at between the parties.

By an order dated 06.11.2015, the parties were referred to before the Delhi High Court Mediation and Conciliation Centre (hereafter 'DHCMCC'). The report of DHCMCC has been received which indicates that the parties had settled their disputes and had entered into a settlement agreement dated 02.06.2016. The terms of settlement are set out below:-

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I. It has been agreed by the Parties that the Plaintiff No.1 has exclusive title to the Suit Property (50% of the Entire Property), which will not be questioned by any of the other Parties or by any other person claiming under or through either of the other Party(ies) hereto.

II. It has also been agreed by the Parties that the Second

Party, more particularly Defendant No.1, shall produce and deposit the original title and other documents with respect to the entire property [i.e. Plot No. 27, Road No. 60, Punjabi Bagh (West), New Delhi – 110026 and the structure thereon (in Short **“Entire Property”**)] namely (i) Sale/Conveyance Deed dated 16.12.1961 duly registered as Document No. 4228 in Addl. Book No.1, Vol. No. 191 Pgs. 229 to 234 registered on 27.12.1961 with Sub Registrar-II, Delhi, (ii) death certificate of Late Sh. Davinder Nath Sachdeva (alias Devinder Nath Sachdeva), (iii) death certificate of Late Mrs. Bimla Rani Sachdeva, (iv) Will dated 02.02.1999 of Mrs. Bimla Rani Sachdeva, (v) original Share Certificate dated 25.07.1958 issued by the Refugees Cooperative Housing Society Ltd. (now known as Punjabi Bagh Cooperative Housing Society Ltd.) , (vi) original Memorandum of Transfer issued by the Refugees Cooperative Housing Society Ltd. (now known as Punjabi Bagh Cooperative Housing Society Ltd.) in favour of Smt. Bimla Rani Sachdeva and Defendant No.1 Ashwani Sachdeva at the back of the Share Certificate and (vii) original Mutation Letter dated 08.02.2001 issued by MCD in the name of Ashwani Kumar Sachdeva, before this Hon’ble Court on the basis of this Settlement Agreement within a period of two months from today i.e. 02.06.2016 and the same shall be placed in a sealed cover to be jointly sealed by Plaintiff No.2 & Defendant No.2 and placed in the custody of Registry of the Hon’ble High Court of Delhi in a sealed envelope.

III. It has also been agreed by the Parties that the Second Party shall purchase the full share of the First Party i.e. 50% of the Entire Property being the suit property privately numbered as 27-B of the property constructed upon Plot No.27, Road No. 60, Punjabi Bagh, New Delhi, more particularly marked in green colour on the sketch filed at Page 6-7 of List of Documents dated 29.11.2012 filed along with the plaint i.e. the Entire Property for an agreed sum of Rs. 3.75 Crores within a maximum period

of 3 (Three) months from the date of passing of Compromise Decree by the Hon'ble Delhi High Court on the basis of this Settlement Agreement. However, this period may be extended by a further period of 3 (Three) months with mutual consent of Mr. Sanjeev Sachdeva representing the First Party and Mr. Rajesh Dua representing the Second Party and the Third Party shall not object to the same.

- IV. The agreed consideration of Rs. 3.75 Crores shall be paid by Sh. Ashwani Sachdeva (Defendant No. 1) to the First Party only. It is clearly agreed that the Third Party, being the Proforma Defendants, shall not claim any share of the sale consideration. The First Party is agreeable to the aforesaid consideration of Rs. 3.75 Crores share price for its share in the Entire Property notwithstanding their title to 50% (Fifty Percent) of the Entire Property and shall not claim a higher share.
- V. The First Party shall handover the possession of the suit property only upon the receipt of the agreed consideration of Rs. 3.75 Crores as mentioned above in total without any deduction whatsoever. All liabilities towards electricity, water and property tax for the suit property of First Party shall be borne by the First Party till the date of the handover of possession in terms of this Settlement Agreement. However, in case, there is any other liability, claim, demand etc. with respect to the Entire Property or any part thereof, the same shall be exclusively borne and settled exclusively by the Second Party and the First Party and the Third Party shall not be liable, in any manner whatsoever, with respect to such liability, claim, demand etc.
- VI. It has also been agreed by the Parties that upon the receipt of the agreed consideration of Rs. 3.75 Crores by the First Party to its satisfaction in the manner as agreed to herein in this Settlement Agreement, the Second Party shall be free to approach the Hon'ble Delhi High Court

for the release of all documents (whether originals or certified copies) filed by either party in the suit proceedings including the original documents as deposited in terms of this settlement agreement. The First Party agrees that it shall render all reasonable assistance and cooperation in the form of NOC or any other application required by the Second Party in this regard and shall have no objection to the release of all such documents with respect to the Entire Property to the Second Party only.

VII. Till this Settlement Agreement is fully implemented, the parties shall peacefully live in the respective portions of the Entire Property presently in their possession as per status quo dated 03.12.2012 and shall not interfere (in any manner whatsoever) in the peaceful possession, occupation and enjoyment of the respective portions of the parties.

VIII. It has also been agreed by the Parties that they shall fully cooperate with other in case any further steps are to be taken or any further documents are required to be signed/executed for the purpose of effectively implementing this Settlement Agreement or for the purpose of any statutory or regulatory compliance in relation with this Settlement Agreement all at the cost and expense of the Second Party.

IX. That in the light of the aforesaid settlement terms, the suit filed by the First Party shall be finally disposed off/decreed and the First Party may pray to the Hon'ble Court to pass appropriate orders for the refund of court fee deposited by the First Party under Section 16 of the Court Fees Act, 1870 read with Section 89 of the Code of Civil Procedure, 1908.

X. The Parties agree that they will discontinue permanently all the above said proceedings and all related proceedings and applications filed therein, against one another, and shall not institute any further proceedings against each

other with respect to the subject matter of this Settlement Agreement, save for the purpose of giving effect to the terms of this Settlement Agreement and they shall be treated to be settled or withdrawn.

XI. This Terms of Settlement constituted the final settlement and agreement between the Parties hereto. No change, variation, alteration, modification or supersession of this Settlement Agreement shall be valid, binding or enforceable unless the same shall be in writing and signed by all the Parties hereto.

XII. This terms of Settlement constitutes the legal, valid and binding obligation of each Party, enforceable against him in accordance with its terms. The terms and conditions of this Terms of Settlement shall be binding on all the Parties as well as their respective legal heirs, successors, legal representatives, executors, nominees, and permitted assigns and also the class of the persons which each of them represent.

XIII. The Parties agree that any mistake in the description or any omissions therefrom will not affect the dispositions hereby made.

XIV. That all the Parties to this Settlement Agreement agreed that the settlement arrived herein is irrevocable and shall not be called into question for any reason whatsoever at any point of time. In case the Parties are unable to implement the terms of this Settlement Agreement they shall be at liberty to seek appropriate directions from the Hon'ble High Court for fully implementing the same."

The learned counsel appearing for the defendant does not dispute the execution of the aforesaid agreement. He, however, submits that certain modifications may be required inasmuch as defendant no.1 may require to

give the title documents of the property to a third party for arranging the funds which are payable to the plaintiff. In this regard, it is seen that the terms of settlement have already taken into account the aforesaid contingency and defendant no.1 has been given a period of two months to deposit the title deeds. If within the said two months, defendant no.1 is able to discharge the payment obligation of ₹3.75 crores, the plaintiff could have no objections for the defendant to directly handover the documents to a third party instead of depositing the same in this Court.

The aforesaid agreement arrived at between the parties is lawful. In the circumstances, the suit is decreed in terms of the settlement set out above. The decree sheet be drawn up.

The Registry is further directed to issue a certificate to refund the Court Fee to the plaintiff.

In view of the above, the application stands disposed of.

The date fixed, that is, 17.10.2016 before the Joint Registrar stands cancelled.

I.A. 17745/2013 & CC 35/2014

In view of the above, the application as well as the counter claim stand disposed of.

VIBHU BAKHRU, J

**OCTOBER 03, 2016
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