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

+ **FAO(OS) 357/2015**

JITENDER KUMAR CHOPRA & ANR Appellants
Represented by: **Mr.K.C.Mittal, Advocate with**
Ms.Ruchika Mittal, Advocate
versus

NEENA SHAH & ORS Respondents
Represented by: **Mr.Arvind Nayar, Advocate**
with Ms.Runasree Buragashain,
Advocate for R-1

CORAM:

HON'BLE MR. JUSTICE PRADEEP NANDRAJOG

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

% **08.02.2016**

1. Having heard learned counsel for the parties we find a hiatus between the settlement recorded in the penultimate paragraph of the impugned order and the directions issued finally. The settlement recorded in the penultimate paragraph of the impugned order reads as under:-

“There are various other disputes between the parties. However, on the last date of hearing on 10.02.2015 learned counsel for defendant No.1 had made an offer that as per the above clause defendant No.1 can sell first floor and second floor of the suit property with the knowledge and consent of the plaintiff and that his clients are ready to abide the said terms of the memorandum of agreement. The matter was adjourned for today permitting the learned counsel appearing for the plaintiff to take instructions. Learned counsel for the plaintiff submits that the suggestion of the learned counsel for defendant No.1 is acceptable.”

2. The final direction issued by the learned Single Judge is:-

“In view of order dated 10.02.2015 and in view of the above, defendants No.1 and 4 are permitted to effect the sale of the first floor and second floor of the suit property subject to prior consent of the court which can be obtained after moving an application giving full details of the proposed sale. No advance payment shall be received without prior consent of the Court.”

3. Prior consent as per consent envisaged by the parties was as recorded in the penultimate paragraph of the impugned order, being the consent of Smt.Neena Shah, the plaintiff.

4. We dispose of the appeal setting aside the directions issued in the impugned order and replacing it with the direction that, in terms with the consent given by the parties, before selling the first and second floor the appellant shall obtain the consent of Smt.Neena Shah. Lest there be any issue raised the consent would be invalid.

CM No.1170/2015

Dismissed as infructuous.

PRADEEP NANDRAJOG, J.

MUKTA GUPTA, J.

FEBRUARY 08, 2016

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