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

+ CM(M) 1066/2016

VASI AHMAD

..... Petitioner

Through Mr. Haji Mohd. Yameen, Advocate
with petitioner in person.

versus

MEHRAJUDDIN & ORS

..... Respondents

Through

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

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10.11.2016

CM No. 39173/2016 (exemption)

Allowed subject to all just exceptions.

CM(M) 1066/2016 and CM No. 39174/2016 (stay)

1. By the present petition, the petitioner seeks to impugn the order dated 26.11.2015 of the ARC whereby a consent order was passed and subsequent order dated 22.07.2016 passed by the appellate court whereby the appeal filed by the petitioner was quashed.
2. The respondents had filed the eviction petition under Section 14(1)(a) of the Delhi Rent Control Act (DRC Act) where it was claimed that the petitioner was inducted as a tenant and that the petitioner is a habitual defaulter in making payment of rents.
3. On 26.11.2015, the ARC recorded a settlement between the parties. As per the said settlement, terms and conditions of which are noted in the

impugned order, the petitioner was to deliver quiet possession of the premises to the respondent on or before 01.01.2018. Other terms and conditions were also mentioned in the said order. The settlement is in writing signed by the parties and has also been signed by Sh.Naseem Ahmad, the learned counsel appearing for the petitioner before the ARC.

4. The appellate court by its order dated 22.07.2016 relied upon the judgments in the case of ***Bikram Singh vs. Bhupinder Singh & Anr. 2013 (1) CCC 516 (P& H)***, ***Vimleshwar Nagappal Shet vs. Noor Ahmed Sheriff & Ors. IV (2011) SLT 422*** and ***Taro Devi vs. Raunak Singh & Ors., 2012 (4) CCC 548 (P&H)*** to hold that where a settlement is being recorded under the eyes of a judge, the same holds a sanctity and it cannot be challenged on frivolous grounds. In a detailed order, the appellate court dismissed the appeal of the petitioner.

5. Learned counsel appearing for the petitioner has made the following submissions:-

a. He submits that the counsel for the petitioner was not available when the settlement was recorded and got signed by the trial court from the petitioner. Hence, the petitioner was deprived of valuable right of proper legal advice.

b. The petitioner being a senior citizen is not very conversant with the legal nuances. He could not comprehend or understand what was transpiring in the court and signed the settlement deed under coercion and pressure.

c. Reliance is placed on an affidavit of Sh.Naseem Ahmad, Advocate dated 31.03.2016 to confirm that the said advocate was not present when the settlement was recorded.

6. In my opinion, there are no reasons to disagree with the view of the appellate court.

7. A perusal of the compromise shows that the terms of the compromise have been arrived at in the presence of the Presiding Officer. The compromise containing the terms and condition has been signed by the parties. The compromise has also been signed by the counsel for the petitioner, namely, Sh. Naseem Ahmad. It is not conceivable that the learned counsel for the petitioner would have signed the consent terms without consulting his client, namely, the petitioner and advising him what would be the consequences thereof. It is a clear case of making an attempt to back track from the settlement arrived at which cannot be permitted. There has to be some sanctity to the settlement arrived at before the court.

8. There is no merit in the present petition and the same is dismissed.

9. All pending applications also stand dismissed.

JAYANT NATH, J

NOVEMBER 10, 2016

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