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

+ RFA 929/2016

NEETU SEJWAL Appellant

Through : Appellant in person.

versus

DEEN DAYAL Respondent

Through : Mr. Harish Gola, Power of attorney
holder of the respondent in person.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% **19.12.2016**

1. This order is in continuation of the order dated 29.11.2016, on which date, the appeal was disposed of as not pressed by the appellant and a limited notice was issued to the respondent only on the aspect of the timeline for the appellant to vacate the first floor of the suit premises and for negotiating the amount held to be payable under the impugned judgment and decree dated 29.02.2016.
2. Today, the appellant and Mr. Harish Gola, (power of attorney holder of the respondent) are present.
3. The appellant states that her counsel is not in town but she has no objection to the terms and conditions of the settlement arrived at with the respondent, being recorded. She hands over a copy of her Aadhar Card as her proof of identity which is taken on record.

4. Mr. Gola, states that the respondent is his brother and he has executed a power of attorney in his favour. He has also been conducting the case on behalf of his brother in the trial court. The original power of attorney executed by the respondent in favour of Mr. Gola is stated to be a part of the trial court. A copy thereof along with his proof of identity have been handed over by Mr. Gola and are taken on record.

5. The parties jointly state that they have arrived at a settlement not only in respect of the dispute, subject matter of the present appeal that concerns the first floor of the suit premises, but also in respect of the remaining suit premises comprising of ground floor, second floor and the terrace above the second floor, occupied by the appellant. The terms and conditions of the settlement are recorded herein below :-

- (i) The appellant shall hand over vacant peaceful possession of the entire premises to the respondent or his power of attorney holder, as per the schedule agreed upon and stated below and in lieu thereof, the respondent shall give up the rent/damages awarded in his favour in the impugned judgment and further, he shall pay a sum of Rs.3,50,000/- to the appellant towards the repairs undertaken by her in the suit premises, in two instalments as detailed below.
- (ii) The appellant shall handover the vacant peaceful possession of the ground floor of the suit premises to the respondent, through his brother, Mr. Harish Gola, on or before 20.12.2016 and the respondent shall simultaneously pay her a sum of Rs.1.00 lac.
- (iii) The appellant shall handover the vacant peaceful possession of the remaining portions of the suit premises, i.e., first floor, second floor

and the terrace above the second floor, to the respondent through his power of attorney holder on or before 30.6.2017.

- (iv) The parties have agreed that when the appellant hands over the vacant peaceful possession of the remaining portions of the suit premises to the respondent through his power of attorney holder, as mentioned above, the respondent shall pay her the remaining agreed amount of Rs.2.50 lacs.
- (v) The parties have agreed that in view of the settlement arrived at between them, as recorded herein above, the respondent shall not proceed any further with CS No.594/2014, instituted against the appellant for possession and recovery of arrears of rent, etc., in respect of the ground floor and second floor of the suit premises, which is pending trial before the learned ADJ, North District, Rohini Courts and the next date fixed therein is 6.1.2017.
- (vi) The appellant has agreed that she shall also not pursue the private criminal complaint filed by her against the respondent and pending before the learned MM, Rohini Courts in which, the next date of hearing is 15.2.2017.
- (vii) The appellant undertakes that till she hands over the vacant peaceful possession of the suit premises to the respondent and/or his power of attorney holder, she shall not sell, transfer, alienate or part with possession thereof and shall not undertake any construction therein.
- (viii) The appellant undertakes to clear all the electricity and water charges in respect of the entire suit premises by depositing the same directly with the concerned agencies. At the time of handing over vacant

peaceful possession of the remaining portions of suit premises to the respondent and/or his power of attorney holder, on or before 30.6.2017, the appellant shall furnish a NOC from the concerned agencies along with all bills in original.

- (ix) It is agreed that in case of any default on the part of the appellant in vacating the remaining portions of the suit premises on or before 30.6.2017, the respondent shall be entitled to seek execution of the impugned judgment and decree in accordance with law and shall be entitled to seek revival of CS No.594/2014.
6. The parties shall remain bound by the terms and conditions of the settlement, recorded herein above.
7. In token of acceptance of the settlement arrived at and recorded above, the parties shall affix their signatures on the margin of the order sheet.
8. File be consigned to the record room.

HIMA KOHLI, J

DECEMBER 19, 2016

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