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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RFA No.813/2015, CM No.1777/2016 & CM No.28994/2015 (both for stay).

R K AGGARWAL

..... Appellant

Through: Mr. Pranav Jain, Adv. along with appellant.

Versus

PADMA GOEL & ANR

..... Respondents

Through: Mr. P.D. Gupta and Mr. Atul Gupta, Adv. along with respondent no.1.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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29.02.2016

1. This order is in continuation of the earlier order dated 18th January, 2016.
2. The counsels for both the respondents appear.
3. The counsels state that the parties have amicably settled all their disputes and differences subject matter of the suit from which this appeal arises and desire the compromise to be recorded in the Court today itself. It is further stated that the appellant and the respondent no.1 are personally present in the Court and the counsel for the respondents is authorised to make statement on behalf of the respondent no.2.
4. It has been agreed between the parties:-
 - (i) that the appellant accepts the judgment and decree impugned in this appeal and withdraws this appeal;
 - (ii) the respondents have however agreed to sell the property of which the two respondents are in physical possession of, to the

appellant for a total sale consideration of Rs.50 lacs to be paid by the appellant to the two respondents in equal share of Rs.25 lacs each;

(iii) that the said sale consideration has been agreed to be paid as under:-

(a) Rs.50,000/- i.e. Rs.25,000/- to each of the respondents, already received yesterday i.e. on 28th February, 2016.

(b) Rs.3 lacs i.e. Rs.1.50 lacs to each of the respondents on or before 15th March, 2016.

(c) The balance Rs.46,50,000/- i.e. Rs.23,25,000/- to each of the respondents on or before 16th May, 2016.

(iv) that the respondents at the time of receiving the entire sale consideration shall put the appellant into vacant peaceful physical possession of the entire property;

(v) that the respondents at the time of receiving the entire sale consideration or within one week thereof shall execute the documents of sale/transfer of the property to the appellant;

(vi) the cost of stamping and registration and execution of documents shall be borne by the appellant;

(vii) that all outgoings of the property till the date of putting the appellant in possession of the property shall be borne by the respondents and thereafter by the appellant; and,

(viii) that if the appellant does not pay any of the instalments aforesaid, the amount received till then shall stand irrevocably forfeited to the respondents and the appellant shall have no

right to recover back the same and then the respondents shall not be bound to sell the property to the appellant and would be entitled to sell the same to any other person and the appellant shall not restrain them or interfere in them doing so.

5. Needless to state that the interim order dated 18th January, 2016 will not come in the way of execution and registration of the documents in terms of above.

6. The parties undertake to this Court to abide by the aforesaid settlement and have understood the consequences of breach of undertaking given to the Court.

7. The compromise aforesaid is found to be lawful and is allowed. The undertakings of the parties are accepted and the parties are ordered to be bound thereby.

8. The appeal is dismissed as withdrawn binding the parties to the aforesaid settlement. No costs.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

FEBRUARY 29, 2016

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