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

+ RFA 198/2017

VISHAL ANAND Appellant
Through: Mr.S.C. Singhal, Advocate.

versus

SANGEETA KAPOOR & ANR Respondents
Through: Mr.N.L. Sahai, Advocate for R-1.
Mr.Jyotindra Kumar, Advocate for R-2.

CORAM:
HON'BLE MR. JUSTICE VINOD GOEL

ORDER
% **20.12.2017**

1. Settlement agreement dated 12.12.2017 has been received from Delhi High Court Mediation and Conciliation Centre.
2. Mr.S.C. Singhal, learned counsel for appellant, Mr.N.L. Sahai, learned counsel for respondent no. 1 and Mr.Jyotindra Kumar, learned counsel for the respondent no. 2 confirm the mediation settlement.
3. The following are the terms and conditions of the settlement agreement: -

“7. (a) That the parties have agreed that the fair market value of the suit property is Rs.40,00,000/- (Rupees Forty Lakhs Only) and the said value has been acknowledged and is admitted as the through fair market value by all the parties.

b) With respect to the Respondent No.1 it is agreed: -

(i) The Appellant shall pay a sum of Rs.13,33,335/- (Rupees Thirteen Lakhs Thirty Three Thousand Three Hundred Thirty Five Only) to the Respondent No. 1 towards her 1/3rd share in the suit property by way of bank draft on or before 31.05.2018.

(ii) Simultaneously, on receipt of the aforesaid amount, as stated in para b(i), the Respondent No. 1 shall hand over the possession of one room on the ground floor to the Appellant.

(iii) The Appellant shall also pay to the Respondent No. 1 a further sum of Rs.2,25,000/- (Rupees Two Lakhs Twenty Five Thousand Only) towards full and final settlement of the amount of the mesne profit of Rs.2000/- (Rupees Two Thousand Only) per month awarded in favour of the Respondent No.1 by the trial court of Ms.Savita Rao, ADJ, West-01, Tis Hazari Courts, Delhi.

(iv) On payment of the amount stated in para b(i) and b(iii), the Respondent No. 1 shall be left with no right/interest/title whatsoever in the suit property.

(c) With respect to Respondent No.2, it is agreed:

i. The Appellant shall pay a sum of Rs.4,44,445/- (Rupees Four Lakhs Forty Four Thousand Four Hundred Forty Five Only) to each of the Respondents No. 2(i), 2(ii) and 2(iii) towards their $1/9^{\text{th}}$ share each (totalling $1/3^{\text{rd}}$ share) in the suit property by way of bank drafts in their respective names on or before 31.05.2018.

ii. Meanwhile, the Respondent No. 2(i) agrees and undertakes that she shall get the portion of the ground floor of the suit property rented out by her vacated from the tenant at her efforts and cost.

It is also agreed that in case the Respondent No. 2(i) for any reason whatsoever fails to get the said portion of the property vacated, then in that case only the amount so stated in para c(i) shall be paid by the Appellant to Respondent No. 2(i), 2(ii) and 2(iii) only on the tenant vacating the portion of the ground floor of the suit property.

It is also agreed that on vacating of the portion of the ground of the suit property by the tenant, the Respondent No. 2(i) shall communicate in writing to the Appellant that the said portion stands vacated.

It is further agreed that in case the Appellant is ready with the payment of amount in lieu of $1/3^{\text{rd}}$ share of Respondents No. 2(i), 2(ii) and 2(iii) and has intimated to the said Respondents in writing but if the portion of the ground floor of the suit property has not been vacated before

31.05.2018, then in that case the Respondents No. 2(i), 2(ii) and 2(iii) jointly and severally shall pay simple interest @ 5% per annum on their share of amount to the Appellant by way of adjustment/deduction from the amount of their respective share.

iii. Simultaneously, on receipt of the aforesaid amount, as stated in para c(i), subject to c(ii), the Respondents No. 2(i) shall hand over the possession of portion of the ground floor to the Appellant.

iv. On payment of the amount stated in para c(i) subject to c(ii), the Respondents No. 2(i), 2(ii) and 2(iii) shall be left with no right/interest/title whatsoever in the suit property.

d) The Respondent No.1 and Respondent No. 2 shall also hand over any and every document including water, electricity and House Tax papers, if any relating to the suit property to the Appellant under acknowledgement.

e) The Respondent No. 1 and Respondent No.2 jointly and severally shall pay their respective dues towards water, electricity and House Tax upto the date of their possession in the suit property to the respective authorities and on payment thereof hand over the original receipts to the Appellant.

f) In case, the Appellant fails to pay the amounts as stated in para b(i) and para c(i) to Respondent No. 1 and Respondents No. 2(i), 2(ii) and 2(iii) respectively then the Appellant shall pay simple interest @ 5% per annum on the due amount to the parties from 01.06.2018 till the payment is made.

g) The parties further agree that the present appeal and the suit may be disposed of in terms of the present settlement agreement.

h) The Hon'ble Court may pass appropriate orders in view of this Settlement Agreement including refund of court fee in the present appeal to the Appellant and in the suit to the Respondent No.1, under section 16 of the Court Fees Act, 1870."

4. The appeal is disposed of in terms of the mediation settlement agreement dated 12.12.2017.

5. As the matter is settled in the Mediation, the Registrar General of this court is directed to issue a certificate for refund of court fees to the appellant as per rules.

DECEMBER 20, 2017
"shailendra"

VINOD GOEL, J.