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

+ **CS(OS) 1231/2010**

RAKESH KOHLI

..... Plaintiff

Represented by: Mr. Sudhir K. Makkar,
Sr. Advocate with Ms.
Meenakshi Singh, Ms.
Saumya Gupta and Ms.
Ridhi Munjal, Advocates.

versus

S.R TRADING PVT LTD & ORS

..... Defendants

Represented by: Ms. Gurkamal Hora
Arora, Advocate for
defendant Nos. 1, 3 and
4.
Ms. Jagriti Ahuja and Mr.
A.P.S. Sehgal, Advocates
for defendant Nos. 2, 5
and 8.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER
23.08.2017

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I.A. No. 9490/2017 (amendment of I.A. No. 9184/2017)

1. By this joint application, plaintiff and defendants seek amendment of I.A. No. 9184/2017 under Order XXIII Rule 3 CPC. Along with I.A. No. 9184/2017 affidavits of the duly authorised representatives of defendant Nos. 1, 6, 7 and 8 were not filed and the requirement to amend I.A. No. 9184/2017 arose. Parties have now placed on affidavits of authorised representatives of defendant Nos. 1, 6, 7 and 8.

2. Application is disposed of permitting amendment to I.A. No. 9184/2017.

I.A. No. 9184/2017 (under Order XXIII Rule 3 CPC)

1. By this joint application the parties seek disposal of the suit in terms of the settlement arrived at between the parties.
2. Taking the settlement on record, application is disposed of permitting the suit to be decreed in terms of the settlement.

CS(OS) 1231/2010

1. Parties have settled the matter.
2. Terms of the settlement have been incorporated as Annexure-A1 to I.A. No. 9184/2017 under Order XXIII Rule 3 CPC as under:

“COMPROMISE DEED

THIS COMPROMISE DEED is made at New Delhi on this 5th day of August, 2017 by and between

M/s S.R. Trading Pvt. Ltd., a company incorporated under the Companies Act, 1956 having its office at M-40A, Rajouri Garden, New Delhi-110027 through its Director Shri Davander Kumar (hereinafter referred to as Party of the First Part) which expression unless repugnant to the context hereof shall mean and include his legal heirs, successors, representatives, assigns etc.

AND

Shri Rakesh Ralli S/o Late Shri R.S. D. Ralli for self and as a Partner of M/s Ralli Estate Service R/o E-33, Amar Colony, Lajpat Nagar, New Delhi-110024 (hereinafter called the Party of the Second Part) which expression unless repugnant to the context hereof shall mean and include his officials, representatives, assigns etc.

AND

Shri Dinesh Ralli S/o Late Shri R.S.D. Ralli Partner of M/s Ralli Estate Service R/o S-247, Panchsheel Park, New Delhi-110017 (hereinafter called the Party of the Third Part) which expression unless repugnant to the context hereof shall mean and include his officials, representatives, assigns etc.

AND

Smt. Kamla Devi W/o Late Shri R S D Ralli, Partner of M/s Ralli Estate Service R/o E-33, Amar Colony, Lajpat Nagar, New Delhi-110024 (hereinafter called the Party of the Fourth Part) which expression unless repugnant to the context hereof shall mean and include his officials, representatives, assigns etc.

AND

Shri Davander Kumar S/o Late Shri H.R. Kumar R/o M-40A, Rajouri Garden, New Delhi-110027, New Delhi (hereinafter called the Party of the Fifth Part) which expression unless repugnant to the context hereof shall mean and include his officials , representatives, assigns etc.

AND

Shri Pinkle Kumar S/o Shri Ashok Kumar R/o 5-D, Flat No. K-4, 3rd Floor, Prashanna Apartments, Bhama Shah Marg, Delhi-110009 (hereinafter called the Party of the Sixth Part) which expression unless repugnant to the context hereof shall mean and include his officials, representatives, assigns etc.

WHEREAS Party of the First Part is the recorded owner of the property bearing No.132, Pocket-I, Jasola, New Delhi measuring 250.14 sq.mtr (hereinafter referred to as the Said Property)

AND WHEREAS certain disputes having arisen between the parties, the Party of the Second Part filed a suit in the High Court of Delhi at New Delhi bearing CS (OS) No. 1231/2010, which is pending adjudication before the

High Court. It is the case of the Party of the Second Part in the said suit that the suit property was given to the Party of the Second Part in lieu of his share in the joint assets of the business which was earlier jointly carried on by the Party of the Second Part and Party of the Third Part and that he has been in possession thereof.

AND WHEREAS the said claim of the Party of the Second Part was refuted by the other parties hereto and Party of the First Part filed a suit for possession, injunction and damages for unauthorized use and occupation with respect to the said property against the Party of the Second Part, Party of the Third Part and the Party of the Fourth Part along with M/s Ralli Estate Service. The said suit bearing CS (OS) No.3127 of 2011 is pending adjudication before the Hon'ble High Court of Delhi at New Delhi.

AND WHEREAS the parties hereto have had deliberations and with the intervention of some well-meaning friends the parties have been able to arrive at an amicable out of court settlement, in order to preserve family honour and to put an end to the acrimonious litigation and resolve their differences in accordance with the settlement terms arrived at between the parties which are being reduced to writing by way of the present Compromise Deed.

NOW THIS COMPROMISE DEED WITNESSETH AS UNDER:

- 1. That without prejudice to the respective rights and contentions of the parties in Suit No. 1231 of 2010 and suit No. 3127 of 2011, the Party of the Second Part shall give up its claim in suit No. 1231 of 2010, and shall not have claim any right, title or interest in the property bearing No. 132, Pocket I, Jasola, New Delhi admeasuring 250.14 sq.mtr.*
- 2. That in pursuance of the settlement arrived at amongst the parties hereto, the Party of the Second Part has*

handed over the vacant, actual and physical possession of the said property bearing No. 132, Pocket I, Jasola, New Delhi admeasuring 250.14 sq. mtrs., to the party of the First Part simultaneous with the execution of this Deed of Compromise.

- 3. The parties hereby acknowledge that pursuant to this settlement, Party of the Second Part not being left with any right or interest in the said property, the Party of the First Part shall be the sole and absolute owner of the Said Property, and is in actual physical and vacant possession of the said property and is legally entitled to deal with the same in any manner it considers fit.*
- 4. That the Party of the Second Part has also agreed to transfer his entire shareholding i.e.1700 shares in the Party of the First Part in favour of the Party of the Third Part.*
- 5. That the Party of the Third Part has paid/shall pay a sum of ₹13,75,000/- (Rupees Thirteen Lakh Seventy Five Thousand only) to the Party of the Second Part towards consideration for transfer of the aforesaid 1700 shares by the Party of the Second Part to Party of the Third Part and all other inter se claims between the Party of the Second Part and Party of the Third Part. The said consideration has been paid/is being paid in the following manner:*
 - i. ₹30,00,000/- vide cheque no.562109 dated 10.06.2015 drawn on Axis Bank, Nehru Place, New Delhi.*
 - ii. ₹10,00,000/- vide cheque no.599060 dated 16.11.2015 drawn on Axis Bank, Nehru Place, New Delhi.*
 - iii. ₹10,00,000/- vide cheque no.514053 dated 16.11.2015 drawn on Axis Bank, Nehru Place, New Delhi.*

iv. ₹13,75,000/- vide cheque no.201317 dated 10.08.2017 drawn on Axis Bank, Nehru Place, New Delhi.

6. That the Party of the Second Part has at the time of execution of this Deed simultaneously handed over duly executed Transfer Deeds along with original share certificates with respect to the said 1700 shares of the Party of the First Part belonging to him in favour of the Party of the Third Part, to the Party of the Third Part.
7. That the Party of the Second Part duly acknowledges that in pursuance of settlement arrived at between the parties, the Party of the Second Part has already transferred his 1160 shares in S.R. Trading Private Limited (Party of the First Part) to Mr. Ashok Kumar and Mr. Pinkle Kumar, for total consideration of ₹11,600/- as under:

Name	No. of Shares
Ashok Kumar	825 shares
Pinkle Kumar	335 shares

The consideration amount for transfer of the above shares has since been received by the Party of the Second Part the receipt whereof the Second Party hereby acknowledges.

8. That the parties also acknowledge that in pursuance of settlement arrived at between the parties, the wife of the Party of the Second Part, Ms. Rekha Shetty has already transferred her 2000 shares in S.R. Trading Private Limited (Party of the First Part) to Mr. Dinesh Ralli, Mr. Varinder Kumar and Ms. Richa Kumar, for total consideration of ₹20,000/- as under:

Name	No. of shares
Dinesh Ralli	850 shares
Virender Kumar	325 shares

Richa Kumar

825 shares

The consideration amount for transfer of the above shares has since been received by Ms. Rekha Shetty, the receipt whereof the Party of the Second Part hereby acknowledges.

9. *That in pursuance of settlement arrived at between the parties, the Party of the Fourth Part, Ms. Kamla Devi has already transferred her 1980 shares in S.R. Trading Private Limited (Party of the First part) to Mr. Chandan Kumar, Mr. Davender Kumar, Ms. Anchu Kumar and Mrs. Praveen Kumar, for total consideration of ₹19,800/- as under:*

<i>Name</i>	<i>No. of shares</i>
<i>Chandan Kumar</i>	<i>825 shares</i>
<i>Davender Kumar</i>	<i>825 shares</i>
<i>Anchu Kumar</i>	<i>175 shares</i>
<i>Praveen Kumar</i>	<i>155 shares</i>

The consideration amount for transfer of the above shares has since been received by the Party of the Fourth Part the receipt whereof the Party of the Fourth Part hereby acknowledges.

10. *An application under order XXIII Rule 3 CPC shall be filed before the Hon'ble High Court of Delhi at New Delhi in CS (OS) No.3127 of 2011 enclosing therewith a copy of this Compromise Deed, praying to the Hon'ble Court to pass the decree for possession as prayed therein that the said suit be disposed of in terms of compromise arrived at between the parties.*
11. *The parties shall also move an application under Order XXIII, Rule 3 CPC in the suit No. 1231 of 2010 pending before Hon'ble High Court enclosing therewith a copy of this Deed of this Compromise Deed, jointly praying therein that the said suit be*

disposed of in terms of compromise arrived at between the parties.

- 12. That the parties shall be left with no further claim, of any nature whatsoever, against each other and all the claims of the parties which are subject matter of suit No. 1231 of 2010 and Suit No. 3127 of 2011, shall be deemed to have been extinguished and settled in terms of the stipulations contained herein.*
- 13. That the present Compromise Deed supersedes all prior agreements and fully and finally settles all the claims between the parties to this deed.*
- 14. That the parties have entered into this compromise out of their own accord and free will and without any pressure, coercion or undue influence.*
- 15. All the parties to this Compromise Deed solemnly undertake to abide by the terms hereof in letter and spirit.*

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first hereinabove written.

3. In support of the application duly amended by I.A. No. 9490/2017 affidavits of plaintiff, defendant Nos. 3, 4 and 5 have been placed on record. Affidavits of authorized representatives of defendant Nos. 1, 6, 7 and 8 have also been placed on record along with the authorization in favour of the deponents. Authorization in favour of Mr. Davender Kumar, authorized representative of the defendant No. 1 is placed at page 32 of I.A. No. 9490/2017 as Annexure –C. Authorization in favour of Dinesh Ralli by defendant Nos. 6 and 7 have been placed on record at pages 34-36 of I.A. No. 9490/2017 and in favour of Mr. Rakesh Ralli, for defendant No. 1 at

pages 38 of I.A. No. 9490/2017. Since the compromise is duly supported by the affidavits of the parties/their authorized representatives, the suit is decreed in terms of the settlement arrived at between the parties. Decree sheet will incorporate the terms of settlement.

MUKTA GUPTA, J.

AUGUST 23, 2017

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