

\$~9

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

+ **CS(OS) 1581/2010**

SMT. SWAPNA CHATTERJEE

..... Plaintiff

Represented by: Ms. Padmini, Adv. with
plaintiff in person.

versus

MOLOY GHOSH DASTIDAR & ORS

..... Defendant

Represented by: D-1 in person.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

13.10.2017

%

CS(OS) 1581/2010

1. Plaintiff Mrs. Swapna Chatterjee has filed the present suit impleading Mr. Moloy Ghosh Dastidar her brother as defendant No.1, Mrs. Meera Ghosh Dastidar her mother as defendant No.2 and Mrs. Jharna Bose and Mrs. Ratna Banerjee her two sisters as defendant No.3 and 4 seeking her share in the estate of her late father Shri Manoranjan Ghosh Dastidar.
2. Parties have settled the matter before the Delhi High Court Mediation and Conciliation Centre vide settlement agreement dated 12th July, 2017 which is marked as Ex. 'A' on the following terms and conditions:

“(i) It has been agreed between the defendants that defendant No.1 will settle the matter with the plaintiff on their behalf and the settlement amount will be paid to plaintiff by defendant No.1.

(i)(a) That both the parties have agreed to settle the matter for ₹75,00,000/- (Rupees Seventy Five Lakhs Only) in total.

Defendant No.1 will pay ₹75,00,000/- (Rupees Seventy Five Lakhs Only) to the plaintiff within a period of 12 months after signing of this present settlement agreement.

- (ii) It is further agreed between the parties that the said amount of ₹75,00,000/- (Rupees Seventy Five Lakhs Only) shall be paid in three equal installments each of ₹25,00,000/- (Rupees Twenty Five Lakhs Only). The first installment of ₹25,00,000/- (Rupees Twenty Five Lakhs Only) has already been handed over by the defendant No.1 to the plaintiff vide demand draft No.288844 dated 11.07.2017 drawn on State Bank of India, CR Park, New Delhi.*
- (iii) It is further agreed by the defendant No.1 that the second installment of ₹25,00,000/- (Rupees Twenty Five Lakhs Only) shall be paid on or before 31.12.2017. The defendant No.1 further agrees to pay the balance amount of ₹25,00,000/- (Rupees Twenty Five Lakhs Only) on or before 30.06.2018.*
- (iv) After the realization of the full and final payment from the defendants through defendant No.1, the plaintiff does not have any claim, right, title or interest in the above said property (ground, second and third floor of G-1289, Chitranjan Park, New Delhi- 110019).*
- (v) It is further agreed between the parties that the plaintiff will have no claim or right in the pension, rental income or any bank accounts or any movable or immovable property of defendant No.2 (mother) and further plaintiff undertakes that she has no right and demand from the portion of the said property in the name of defendant Nos. 1,3 and 4.*
- (vi) It is further agreed between the parties that in case the defendant No.1 fails to pay any installments within the said period as mentioned hereinabove, the plaintiff shall be entitled to interest @ 9% per annum on the unpaid amount from the date of default i.e. 31.12.2017 and 30.06.2018.*

- (vii) *It is further agreed between the parties that the defendant No.1 will pay the defaulting amount with interest within a period of 6 months from the date of unpaid installment.*
- (vii) *In case defendant No.1 fails to pay the balance unpaid amount as agreed above, the plaintiff will be at liberty to take recourse of legal remedy.*
- (ix) *That in the light of the aforesaid terms, the present suit be disposed off by the Hon'ble Court."*

3. The settlement agreement is duly signed by the plaintiff and the four defendants who appeared before the learned mediator stating that now no more dispute remains between any of the parties. Plaintiff and defendant No.1 the two contesting parties are present in Court. Defendant No.1 who is present in Court undertakes to abide by the terms of settlement and honour his commitment of payment of the remainder amount as noted above.

4. In view of the settlement arrived at between the parties learned counsel for the plaintiff on instructions from the plaintiff who is present in Court seeks decree of the suit in terms of the settlement.

5. Suit is consequently decreed in terms of the settlement noted above. The decree sheet will incorporate the terms of settlement. Since the plaintiff instituted the suit as an indigent person, no Court fees has been paid.

6. Plaintiff and defendant No.1 who are present in Court has signed the order sheet in acknowledgment of their statement made above.

OA 138/2016 and IA 8775/2016

Dismissed as infructuous.

MUKTA GUPTA, J.

OCTOBER 13, 2017

'ga'