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

+ RFA 547/2017

RAM GOPAL GEHLOT

.... Appellant

Through: Dr, Sumant Bhardwaj, Mr. Rakesh
Kailash Sharma & Mr.Mridula Roy Bhardwaj
Advs. along with appellant in person.

versus

RAM TEERATH GEHLOT AND ORS

..... Respondents

Through: Mr. Rajiv Mehra, Advocate along with
respondents in person.

CORAM:

HON'BLE MR. JUSTICE VINOD GOEL

ORDER

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21.12.2017

1. Settlement agreement dated 07.12.2017 has been received from Delhi High Court Mediation & Conciliation Centre. The appellant and the respondents through their respective counsel confirm the mediation settlement. The terms and conditions of the mediation settlement set out in para No.7 is as under:-

(a) That the second party is ready to give up his all rights and interests arising out from the said judgment and decree dated 03.04.2017 in the property in favour of first party subject to the total payment of Rs.12,00,000/- (Rupees Twelve Lakhs Only)

(b) The said total settled amount of Rs.12,00,000/- (Rupees Twelve Lakhs only) shall be paid by the first party to the second party in the following manner:

(i) Rs.2,00,000/- (Rupees Two Lakhs Only) on 21.12.2017 before the Hon'ble Court.

(ii) Rs.3,00,000/- (Rupees Three Lakhs only) on or before

31.03.2018.

- (iii) Rs.3,00,000/- (Rupees Three Lakhs only) on or before 30.06.2018.
- (iv) Rs.3,00,000/- (Rupees Three Lakhs only) on or before 30.09.2018
- (v) Rs.1,00,000/- (Rupees One Lakh Only) on or before 31.10.2018.

All these payments shall be made by the first party to the second party either in cash or by way of a demand draft. In case the amount is paid by the first party to the second party in cash, then the second party shall issue a receipt of the said amount in favour of the first party.

(c) It has been made clear between the parties that in case the first party fails to follow the aforesaid schedule of payment or make any default in making the payment, in those circumstances, the second party shall have the liberty to get the said judgment and decree dated 03.04.2017 executed against the first party. Further, the second party shall keep the amount so received from the first party till that date and the same shall not be returnable under any circumstances.

(d) The second party shall not pursue his execution petition pending before the Court of Sh. Brijesh Kumar Garg, Id., ADJ, Karkardooma Courts, Delhi which is now fixed for 02.02.2018. After receipt of the entire settlement amount, the second party shall withdraw the said execution petition from the said court.

(e) It has been settled between the parties after the receipt of the entire amount of Rs.12,00,000/- (Rupees Twelve Lakhs only) as stated above the second party shall execute necessary/requisite documents to pass on his title in the property in favour of the first party. These documents shall be executed at the time of payment of the last instalment of Rs.1,00,000/- (Rupees One Lakh only) in terms of the aforementioned payment schedule. These documents shall be executed in the mode and manner prevalent in the area where the property is situated. That the execution of the necessary documents for transfer of title shall be subject to the first party providing all the necessary documentation/drafts to the second party by 20.10.2018. It is further agreed that the entire expenses shall be borne by the first party with regard

to the said prospective documentation as stated above.

That in case the second party fails to execute the necessary documents for transfer of his share in the property, then the first party shall be at liberty to get the documents of title transfer through the executing court and further the first party shall be at liberty to initiate contempt of court proceedings against the second party.

(f) It has been settled between the parties that the first party shall pray for disposal of the present appeal in terms of this settlement agreement.

(g) It has also been settled between the parties that they will bear their own costs.

3. Pursuant to the settlement today the appellant has handed over two Demand Drafts bearing No.290960 and bearing No.582507 dated 21.12.2017 of Rs.1 lac each.

4. The appeal stands disposed of in terms of the Mediation Settlement. The parties shall remain bound by the terms and conditions of the Mediation Settlement dated 07.12.2017.

5. As the matter has been settled in mediation, it is directed that the court fee paid on the Ground of Appeal shall be refunded to the appellant as per rules. The Registrar General shall issue the necessary certificate to this effect.

6. List on 27.11.2018 for directions.

VINOD GOEL, J.

DECEMBER 21, 2017.

"sandeep"