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

\+ FAO(OS) 324/2016, C.M. No. 42029/2016

ZAMEER AHMAD ..... Appellant

Through: Mr. M. Tarique Siddiqui, Advocate along with Mr. Amoolya Kumar Sharma, Mr. Tanveer Ahmad, Ms. Reetika Gupta, Advocates with appellant in person.

versus

SURIAYA PARVEEN & ORS ..... Respondents

Through: Mr. Anurag Rana, in person with Mr. Suriaya Parveen (R-1), Mr. Shehzad Khan (R-2), Ms. Azra Parveen (R-3) and Ms. Nazma Parveen (R-4).

CORAM:
HON'BLE MR. JUSTICE SIDDHARTH MRIDUL
HON'BLE MR. JUSTICE VINOD GOEL

O R D E R

% 27.10.2017

HON'BLE MR. JUSTICE SIDDHARTH MRIDUL (ORAL)

1. Mr. Siddiqui, learned counsel appearing on behalf of the appellant states that with the aid and assistance of the Delhi High Court Mediation and Conciliation Centre the parties have entered into a Settlement Agreement dated 18.09.2017 and the present proceedings may be disposed of strictly in terms thereof.

2. The said Settlement Agreement dated 18.09.2017 has been placed on record. In terms of the said Settlement Agreement, it has been voluntarily

agreed by the parties as follows:-

" a) It is agreed between the parties that the 2nd and 4th Floor of the left side portion of the property bearing No. 2945, Galinul Wali, Shahganj, Ajmeri Gate, Delhi- 110006 (without terrace rights), shall vest to Shri Zamir Ahmed. Shri Zamir Ahmed undertakes to pay a sum of Rs. 3,00,000/- (Rupees Three Lakhs Only) by way of A/c Payee Cheque to his daughter, Ms. Nazma Parveen immediately upon selling either of the above mentioned two flats for her operation/medical treatment and she will give proper receipt of the same to her father, Shri Zamir Ahmed.

b) It is further agreed between the parties that the entire Ground Floor of the suit property bearing No. 2944, Galinul Wali, Shahganj, Ajmeri Gate, Delhi-110006 shall vest to Ms. Azra Parveen @ Azra Hasan Memon W/o Shri Hasan Salim Memon D/o Shri Zameer Ahmed R/o House No. 112, Third Floor, Bharat Vandna Apartment, Sector No. 19, Pocket-I, Dwarka, New Delhi- 110075. It is agreed between the parties that she will pay a sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) to Ms. Nazma Parveen D/o Zameer Ahmed R/o House No. 2946, Gali Nul Wali Shahganj Ajmeri Gate, Delhi- 110006 for buying house in the name of Ms. Nazma Parveen towards her share in the suit property and also shall pay a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) to her mother, Ms. Suriaya Parveen only upon selling the said portion within a period of six months from the date of signing of this Settlement Agreement. In case Ms. Azra Parveen @ Azra Hasan Memon wants to retain

the said portion of the suit property in that eventuality, she will pay the said sum of Rs. 10,00,000/- to her sister, Ms. Nazma Parveen for buying the house in her name and the said amount of Rs. 5,00,000/- to her mother, Ms. Suriaya Parveen, within the stipulated period of six months, as mentioned above or as agreed upon between the parties. It is clarified that presently the said portion is in use and occupation of Shri Shehzad Khan S/o Shri Zameer Ahmed and he undertakes to hand over peaceful and vacant possession of the same to Ms. Azra Parveen @ Azra Hasan Memon within six months and shall co-operate with her sister, Ms. Azra Parveen @ Azra Hasan Memon in selling the said portion of the suit property.

c) It is agreed between the parties that the Ground Floor of suit property bearing No. 2946, the shop bearing No. 2946-B along with maznine floor and First Floor of suit property bearing No. 2945, right side upto sky, situated at Gali Nulwali, Shahganj, Ajmeri Gate, Delhi – 110006, shall vest with Ms. Suriaya Parveen W/o Shri Zameer Ahmed and Shri. Shehzad Khan S/o Shri. Zameer Ahmed which is already in their possession and occupation with collective right to sell, enter into development agreement, collaboration agreement, rent, etc. as per their own wish, will and discretion and none of the parties to the present proceedings shall have any objection to the same. It is clarified that Ms. Nazma Parveen, presently unmarried, shall always reside, until she is unmarried, with her mother, Ms. Suriaya Parveen and her brother, Shri Shehzad Khan.

It is further clarified that when Ms. Suriaya Parveen and Shri Shehzad Khan decide to re-develop/re-construct/enter into Collaboration Agreement for the suit property in that event shall pay a sum of Rs. 5,00,000/- each to Ms. Shahana Parveen D/o Shri Zameer Ahmed W/o Mohd. Nadeem R/o 2954, Galinul Wali Shahganj Ajmeri Gate, Delhi- 10006 and Ms. Shaista Parveen W/o Sayed Imran Ali & D/o Zameer Ahmad R/o 456, Zakir Nagar, Jamia Nagar, Okhla, New Delhi-110025.

d) It is agreed between the parties to the present proceedings that Ms. Azra Parveen @ Azra Hasan Memon and Shri Shehzad Khan will help Ms. Nazma Parveen to buy the property/flat in her name of which she shall be sole owner and have right to sell, give on lease for her medical requirements.

e) The terrace portion of 4th floor of property no. 2945 left side of the suit property shall vest with Ms. Suraiya Parveen W/o Sh. Zameer Ahmed and Mr. Shehzad Khan S/o Sh. Zameer Ahmed jointly and they shall have the right to use/construct/dispose off or use it in any manner they like and no party to the present suit shall have any objection to it.

f) That the abovesaid settlement has been arrived between parties without any force, pressure, coercion and has been entered with their free will and desire.

g) By signing this Agreement the parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the parties hereto through the process of Mediation.

h) That both the parties undertake that they shall abide by the terms of the abovesaid settlement and the same shall be legally binding upon them.

i) That the contents of the present settlement have been read over to all the parties in vernacular and all the parties have agreed and understood the same.

j) The Hon'ble Court may consider refund of the court fees to the First Party in terms of the Section 16 of the Court Fees Act 1870 read with Section 89 of CPC, 1908."

The present appeal is disposed off in terms of the aforesaid Settlement Agreement dated 18.09.2017, leaving the parties to abide by its terms.

The Registry will refund the Court fee to the appellant, in accordance with law i.e. Section 16 of the Court Fees Act, 1870.

The appeal is disposed off accordingly.

SIDDHARTH MRIDUL, J

VINOD GOEL, J,

OCTOBER 27, 2017
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