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

+ **CS (OS) 332/2014 & I.A. 2219/2014**

IQBAL SINGH

..... Plaintiff

Through Mr. Prateek Choudhary &
Mr. Ravinder Kumar, Advocates.
(Mob. 99103337269)

versus

AJIT SINGH @ JEET SINGH & ORS

..... Defendants

Through Mr. Paritosh Tomar, Advocate for
Defendant. (Mob. 9873286304).

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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04.10.2018

1. The present suit for specific performance permanent and mandatory injunction has been preferred by the Petitioner in respect of Plot bearing no. 29, Block.-C, measuring 550 sq. mtrs, Revenue State of Village, Rangpuri, Vasant Kunj (*hereinafter, 'suit property'*). The Plaintiff and Defendant had entered into an Agreement to Sell dated 9th September, 2009 by which the Defendant had agreed to sell the property to the Plaintiff. There was a dispute as to the total sale consideration which was agreed. The Plaintiff had paid Rs.45,00,000/- as advance payment. The parties have appeared before the Court pursuant to orders passed on the last occasion.

2. The Plaintiff and the Defendant are both present. Their statements have been recorded. Both parties agree to settle their disputes on the following terms and conditions;

a) The Defendant has agreed to pay a sum of Rs.45,00,000/- along with interest @ 8% per annum i.e. sum of Rs.77,40,000/- to the

Plaintiff on or before 3rd April, 2019.

b) Defendant has also agreed to make payment of Rs.5,00,000/- every month and clear the entire payment on or before 3rd April, 2019.

c) That upon receipt of the complete payment, the Plaintiff and the Defendant agree that the Agreement to Sell dated 9th September, 2009 would stand cancelled and no further claims would be outstanding and all disputes would stand settled fully and finally.

d) It is further agreed that if the payment is not made on or before 3rd April, 2019, the Defendant would be liable to pay simple interest on Rs.77,40,000/- @ 12% per annum w.e.f 4th April, 2019.

e) The Defendant would not create any third party interest or sell or deal with the property till 3rd April, 2019 or till the entire payment is made as agreed, whichever is earlier.

f) The Defendant also undertakes not to change the nature of the property in any manner.

3. Suit is decreed in terms of paragraph (a) to (f) above. Decree sheet be drawn. In view of the above settlement arrived at between the parties, 50% of Court fee is refunded under Section 16 A of the Court's Fee Act.

4. Suit and all pending I.A.s are disposed of.

PRATHIBA M. SINGH, J.

OCTOBER 04, 2018

Pallavi