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IN THE HIGH COURT OF DELHI AT NEW DELHI

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FAO 51/2018 & C.M.No. 4994/2018

VINOD KHANNA

..... Appellant

Through: Mr. Ashwin Vaish, Mr. Vinod Pandey, Mr. Sekh Zakir Hussain and Mr. Kunal Awana, Advocates and appellant in person.

Versus

ARUN KHANNA & ANR.

.....Respondents

Through: Respondent no. 1 in person.
(Mob.-7836845927).
Mr. Pankaj Seth, Advocate
(Amicus Curiae).

CORAM:

HON'BLE MR. JUSTICE NAJMI WAZIRI

ORDER

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20.02.2018

The respondent had sought to argue the case himself as he did not have a counsel. The Court appoints Mr. Pankaj Seth, Advocate as Amicus Curiae. He states that the parties have since interacted between themselves and have settled the *lis* amicably in terms of the Settlement Deed signed today.

A copy of the Settlement Deed has been handed over. It is supported by affidavits of undertaking by Mr. Arun Khanna and Mr. Vinod Khanna, the contesting parties.

The Settlement Deed and the Undertakings are taken on record. The learned counsel for the appellant and Mr. Pankaj Seth, Advocate have

identified the parties, who are present in Court. The Undertakings are accepted. The appeal is disposed off in terms of the Settlement Deed.

Mr. Ashwin Vaish, the learned counsel for the appellant clarifies, upon instructions, that Clause-5 of the said Settlement Deed confers absolute freedom to the Second Party to sell off his share of two floors independently, without any hindrance, when they are delivered to him. However, the First Party would have a lien of only Rs. 25 lacs on the sale consideration.

The Court expresses its gratitude to the learned amicus curiae for his assistance.

The appeal is disposed-off in the above terms.

NAJMI WAZIRI, J.

FEBRUARY 20, 2018
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