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

+ **RFA 112/2016 & CM APPLs. 7946/2016, 7947/2016**

SANJEEV KUMAR AGGARWAL

..... Appellant

Through: Mr. Abhishek Kumar, Advocate (M-9811074290) along with Appellant in person.

versus

ASHISH GARG

..... Respondent

Through: Mr. Dinesh Kumar Gupta & Mr. Vidit Gupta, Advocates (M-9910995511) along with Respondent in person.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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05.03.2018

1. The present appeal arises out of the impugned judgement and decree dated 5th December 2015 by which the suit for possession for property bearing Flat No. T-16 in premises No. 16-17-18, Man Bhawan Apartments, Top Floor, Rear Side, West Jyoti Nagar, Shahdara, Delhi - 94 (*hereafter 'suit property'*), was decreed. The Trial Court also passed a decree of damages/mesne profits @ Rs. 5,000/- per month from the date of filing of the suit till handing over of possession.
2. The Appellant is the maternal uncle of the Respondent. During the course of hearing of the appeal, the parties have agreed to settle their disputes on the following terms and conditions:
 - i) The Appellant/Defendant (*hereinafter 'Defendant'*) shall vacate the

suit property on or before 30th September, 2018;

ii) The Defendant shall handover vacant and peaceful possession to the Respondent/Plaintiff (*hereinafter 'Plaintiff'*) on or before the said date;

iii) The Defendant undertakes that he will not cause any damage to the suit property.

iv) The Defendant resides in the suit property with his mother, wife, two daughters and son. He undertakes not to create any third party interest or induct any third party into the suit property;

v) All electricity, water bills and other charges for use and occupation shall be paid by the Defendant for the period till 30th September, 2018.

(vi) In so far as damages for use and occupation is concerned, the Defendant has deposited the damages awarded in the impugned judgment and continues to deposit the same in this court. The amounts deposited periodically have also earned interest. The parties agree that out of the sum deposited along with the interest accrued thereon, 50% may be released in favour of the Plaintiff. The remaining amount would remain in Fixed Deposit in this Court which shall be released to the Defendant after handing over vacant and peaceful possession to the Plaintiff.

(vii) Subject to the Defendants abiding by the undertakings given, the Plaintiff shall not seek any other reliefs against the Defendant.

3. From the month of April, 2018 till September, 2018, a monthly payment of Rs.3,000/- shall be made by the Defendant to the Plaintiff for use and occupation, on or before 10th day of every month. The same shall be deposited directly in the Plaintiff's bank account. The details of bank account of Plaintiff are as follows:

Bank Name: HDFC Bank

Account name: Aashish Garg
Account No.: 15661000052067
Branch: East Jyoti Nagar, Delhi
IFSC: HDFC0001566

4. The keys of the property, if not already handed over, shall be brought before the Court on 3rd October, 2018.
5. Both the parties shall append their signatures below in acceptance of the terms set out herein above. The suit is therefore decreed in terms of the provisions of Order XXIII Rule 3 of the Code of Civil Procedure, 1908. The impugned judgment/decreed is modified as per the settlement terms. The appeal and all pending applications are disposed of as settled.
6. List for compliance on 3rd October, 2018.
7. A copy of this order be given *dasti* under signature of the Court Master.

PRATHIBA M. SINGH, J

MARCH 05, 2018

Rahul