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

+ RFA 274/2017 and C.M. No.9555/2017 (under Order 41 Rule 27 CPC)

SURINDER SINGH & ANR Appellants
Through: Mr. Mukesh Anand, Advocate.

versus

MAHENDER K JAILWAL & ORS Respondents
Through: Mr. Aditya Madan, Advocate for
respondent Nos.1 to 5.
Mr. G.D. Mishra, Advocate for
respondent No.7(EDMC)

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% **24.07.2018**

1. This appeal is disposed of with the consent order as between appellants and respondent nos.1 to 5 that appellants for becoming owners of the suit property will pay to respondent nos.1 to 5 a total sum of Rs.75 lacs in a period of 15 months in three equal instalments with one instalment being paid of Rs.25 lacs every five months. The aforesaid amount payable to respondent nos.1 to 5 will be paid by banking instruments drawn in the name of respondent nos.1 to 5 for 1/5th amount each i.e Rs.5 lacs each. Since respondent no.3 Sh. Shailendra K. Jailwal has expired, the amount of

Rs.5 lacs payable to him will be paid in the joint names of his legal heirs being his wife, one son and daughter, namely Smt. Geeta Jailwal (wife), Ms. Minal Jailwal (daughter) and Mr. Aakash Jailwal (son).

2. In case the total amount of Rs.75 lacs is not paid by the appellants to the respondent nos.1 to 5 within a period of 15 months, then, for the defaulted instalment from the end of fifth month or otherwise, interest at 9% per annum will be payable till actual payment.

3. On receipt of amount of Rs.75 lacs by the respondent nos.1 to 5, any rights of the respondent nos.1 to 5 in the suit property will stand extinguished and settled and appellants will become the sole and exclusive owners of the suit property bearing no.H-3, Subhash Marg, New Govind Pura, Delhi.

4. In case the appellants in any manner charge or mortgage the suit property before paying the amount of Rs.75 lacs to the respondent nos.1 to 5, the amount which is received by the appellants by creating a charge or mortgage, this borrowed amount will be immediately paid to the respondent nos.1 to 5 for satisfaction of the dues payable to the respondent nos.1 to 5 in terms of the present order. In case, no charge or mortgage is created then till the amount in terms of the present order is paid by the appellants to the

respondent nos.1 to 5, the suit property will remain charged/encumbered to the respondent nos.1 to 5 for the amounts payable under the present order.

5. On the amount of Rs.75 lacs being paid to the respondent nos.1 to 5 the title as also the title documents being sale deed dated 9.7.2003 executed in favour of the appellants by the respondent no.9 shall stand revived and that would be the title deed with respect to complete ownership of the suit property in favour of the appellants.

6. It is clarified that the issue of title of appellants becoming complete on payment of Rs. 75 lacs will not act as a bar for the appellants to take loan from any person or entity by taking the appellants as owners, and for which purpose the appellants will be considered as title holders of the suit property by the concerned person/entity giving them loan.

7. Appeal and suit are accordingly disposed of as compromised between respondent nos.1 to 5 as detailed above, and not pressed as against the other respondents, but it is clarified that appellants are otherwise entitled, in case they choose to do so, in accordance with law, to file both civil and/or criminal proceedings against respondent nos.6 and 9, however this Court is not observing anything on merits in this regard one way or the other, for and against any of the parties, and aspects of merits will be decided by the

concerned competent court in accordance with law.

VALMIKI J. MEHTA, J

JULY 24, 2018

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