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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RSA 87/2018, CM No.23605/2018 (u/S 151 CPC for stay)
JAGJIT KAUR Appellant
Through: Mr.Sudhir K. Saneja, Advocate
versus
RANJIT KAUR @ BOBBY & ORS Respondents
Through: Mr.Umesh Suri, Adv. for R1 to R3

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

20.07.2018

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1. This order is in continuation of the earlier orders dated 16th July, 2018 and 17th July, 2018.
2. Mr. Saneja, counsel for the appellant states that the costs has been deposited and has furnished proof thereof to the Court Master.
3. The counsel for the appellant states:
 - (i) that the suit from which this appeal arises was filed by respondents No.1 to 3 against the appellant and respondents No.4 to 9 for specific performance;
 - (ii) that the appellant/defendant only is the registered owner of the property and in terms of the decree, appellant/defendant has to execute the sale deed in favour of the respondents No.1 to 3/plaintiffs;
 - (iii) that respondents No.4 to 9/defendants have nothing to do with the property and have no rights in the property.
4. The counsel for the respondents No.1 to 3/plaintiffs, in response to the observations, qua Settlement Agreement in the order dated 16th July, 2018, though agrees that in pursuance to the Settlement Agreement, no executable

decree can be passed, but states that this Court may give the Settlement Agreement an executable shape.

5. The counsel for the respondents No.1 to 3/plaintiffs also agrees.

6. Today, the position as informed is that the sole appellant is the registered owner in physical possession of the entire property with none else in possession / occupation of any part thereof.

7. The parties, in addition to what is recorded in the Settlement Agreement, agree as under:

- (i) that the appellant/defendant and the respondents No.1 to 3/plaintiffs shall both make endeavours for finding optimum buyer for the property at the maximum price and the appellant/defendant will execute the sale deed and deliver vacant peaceful physical possession of the property to the said buyer;
- (ii) the total sale proceeds shall be shared by the appellant/ defendant and the respondents No.1 to 3/plaintiffs with the appellant/defendant getting 48.5% share therein and the respondents No.1 to 3/plaintiffs getting 51.5% share therein;
- (iii) the said sale shall be completed and the sale proceeds shared within six months of today;
- (iv) if, for whatever reason, the sale is not so completed and sale proceeds apportioned within six months of today, either the appellant/defendant or the respondents No.1 to 3/plaintiffs shall be entitled to seek execution of the consent decree as recorded in the Settlement Agreement and this order and in which execution, the property will be sold through the process of court and possession delivered to the

purchaser and the net sale proceeds distributed as aforesaid;

- (v) the appellant/defendant shall not alienate, encumber or part with the possession of the property or otherwise deal therewith save in terms of the Settlement Agreement and this order;
- (vi) that the respondents No.1 to 3/plaintiffs shall join in the sale deed to be executed of the property, whether mutually by the parties or through the process of Court, either as vendor or as a confirming party or as witnesses, in confirmation of transfer of their rights under the impugned decree as modified by the Settlement Agreement and this order, in favour of the proposed buyer.

8. The Settlement Agreement read with further settlement terms as recorded above are found to be lawful and is allowed.

9. The impugned judgment and decree is substituted / modified in terms of the Settlement Agreement and this order, both of which shall form part of the decree sheet.

10. Parties are left to bear their own costs.

11. Decree sheet be prepared.

12. A copy of the order dated 16th July, 2018 and a copy of this order be forwarded to the Honorary Secretary, Mediation & Conciliation Centre of this Court.

RAJIV SAHAI ENDLAW, J

JULY 20, 2018
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