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

+ RFA 734/2018

P.S PAL & ORS

..... Appellants

Through: Mr. Neerad Pandey and Mr. A.K.Mishra,
Advocates.
(9810902337)

Ms. Renu Pal in person

versus

SAROJ KUMARI & ANR

..... Respondents

Through: Ms. Sonia Mathur, Sr. Adv. with Mr. Sushil
Kr. Dubey, Adv.
(9910920692)

Ms. Saroj Kumari and Mr. Gopi Chand
Meena in person.

+ RFA 744/2018

PS PAL

..... Appellant

Through: Mr. Neerad Pandey and Mr. A.K.Mishra,
Advocates.
(9810902337)

Ms. Renu Pal in person

versus

SAROJ KUMAR & ANR

..... Respondents

Through: Ms. Sonia Mathur, Sr. Adv. with Mr. Sushil
Kr. Dubey, Adv.
(9910920692)

Ms. Saroj Kumari and Mr. Gopi Chand
Meena in person.

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

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05.09.2018

Caveat 798/2018 in RFA 734/2018

Caveat 805/2018 in RFA 744/2018

Counsel appears for the caveator. Caveats accordingly stand

discharged.

RFA No.734/2018 & CM Nos. 35795-97/2018

RFA No. 744/2018 & CM Nos.36123-24/2018

1. After arguments, both these appeals are disposed of with the following consent order:-

(i) Respondent no.1 is taken to be the owner of the suit property being a Flat No.8A, Ground Floor, Pocket B-3, Mayur Vihar, Phase-III, Delhi-96, subject to the condition that appellants are paid a sum of Rs.7,20,000/- alongwith interest at 12% per annum simple from 10.5.2010 till the date of payment by the respondent no.1.

(ii) A time of three months from today is granted to the respondent no.1 to pay the amount of Rs.7,20,000/- alongwith interest at 12% per annum simple till date of payment to the appellants, and simultaneously the appellants, on receiving this amount, will handover the entire chain of title documents of the suit property to the respondent no.1 alongwith all paid electricity bills, water bills and house tax bills till date.

(iii) It is clarified that whereas receipt of the aforesaid payment by the appellants is a condition precedent to the respondent no.1 being the owner of the suit property in terms of the Sale Deed dated 10.5.2010, simultaneously it will also be a condition precedent to the appellants

receiving the amount of Rs.7,20,000/- alongwith interest as stated above with the appellants handing over entire chain of title documents and all original paid bills as stated above to the respondent no.1.

(iv) It is agreed that on account of the present compromise which is recorded between the parties, respondent no.1 does not press for and waives of rights of mesne profits granted to the respondent no.1 in terms of the impugned judgment and decree as against the appellants.

(v) Each of the parties being the appellants and the respondent no.1 will take all steps and sign all documents as required so that title of the respondent no.1 to the suit property is confirmed including before all authorities including public authority.

(vi) It is also agreed that on account of the disputes pertaining to transfer of the suit property an FIR has been registered as against the appellants and it is agreed that this FIR will be got withdrawn/quashed by the respondent no.1 and no further actions pursuant to this FIR will be taken by the respondent no.1 as against the appellants. Necessary steps be taken by the respondent no.1 for doing this needful within a period of two weeks after receipt of the amounts and receipt of the aforesaid documents by the appellants from the respondent no.1 in terms of the present compromise

order.

2. The appeals and all applications are accordingly disposed of in terms of the aforesaid consent order, leaving the parties to bear their own costs.

VALMIKI J. MEHTA, J

SEPTEMBER 05, 2018

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