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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 377/2018, I.As. 10160/2018, 12620/2018, 12621/2018 & 12970/2018**

VANDANA LUTHRA & ANR.

..... Plaintiffs

Through: Mr. Gautam Das, Mr. C.M. Gopal and
Mr. Lalit Rana, Advocates with
Plaintiff No.1 and 2 in person.

versus

ADITYA NARULA

..... Defendant

Through: Mr. Arun Kumar Gupta and Mr. S.K.
Choudhary, Advocates along with
Defendant in person.
(M:9811037049)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER
21.12.2018

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1. The parties have entered into a settlement which is recorded in the settlement agreement dated 9th October, 2018. All parties have put their signatures on the agreement. They are also present in Court and their statements have been recorded. They confirm the factum of settlement having been entered into between them.

2. It is pointed out that the property listed at item no.1 in paragraph 9 of the settlement agreement, should read as “house property bearing No. B-1/602A, Janakpuri, New Delhi-110058”. This entire property has gone to the share of Defendant and not just the Second floor. Further, Mrs. Vandana Lurtha, the Plaintiff, submits that she is handing over the flat No. RZ-D-2/44, Gali No.5, Plot No.40, out of khasra bearing no.758/99 and 759/99, Mahavir Enclave, Village Nasirpur, Palam, New Delhi-110045 mentioned as

item no.6 in paragraph 9 to her brother, Plaintiff No.2 out of love and affection.

3. Insofar as the equal shares in pension account and savings bank accounts mentioned at item no.10 and 11 of paragraph 9 are concerned, the said accounts shall be de-frozen and cheques for equal amounts shall be handed over to each of the parties i.e. the Plaintiff Nos.1 and 2 and the Defendant. The respective Bank Managers are directed to implement this settlement qua these two accounts.

4. Insofar as the transfer of the car mentioned at item no.12 is concerned, both the Plaintiffs have given their no objection for the transfer of car to the Defendant. The present order will be used as no objection by the relevant authority, for transfer of the car to the defendant.

5. Out of the amount of Rs.1.3 crores which was to be paid as per item no.9, all parties confirm that Rs.50 lakhs was already paid. The remaining amount of Rs.80 lakhs has been tendered today by the Defendant to the Plaintiffs by way of demand draft. The same is accepted and acknowledged by the Plaintiffs.

6. The suit is decreed in terms of the settlement agreement read with the terms stated herein above. All parties shall be bound by the terms of the settlement. The court fee paid by the Plaintiffs and the Defendant shall be refunded to the respective parties in view of the settlement in terms of Section 16 of the Court Fees Act, 1870.

7. The settlement agreement shall form part of the decree. No order as to costs.

PRATHIBA M. SINGH, J.

DECEMBER 21, 2018

Rekha