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

+ **RFA 502/2017 & CM No.5142/2018**

KUSUM DEVI BHATTAR

..... Appellant

Through: Mr. Partha Sil and Mr. Soumya Dutta,
Advocates. (M:9717211487)

versus

SHALINI DAGA

..... Respondent

Through: Mr. J. P. Singh, Senior Advocate with
Ms. Zubeda Begum, Advocate.
(M:9868119078) with Mr. Surinder
Daga, husband of Respondent in
person.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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12.04.2018

This is an appeal preferred against the impugned judgment and order dated 28th January, 2017 passed in a suit for specific performance and permanent injunction instituted by the Respondent/Plaintiff (*hereinafter*, 'Plaintiff') against the Appellant/Defendant (*hereinafter*, 'Defendant').

The suit relates to a flat in the land allotted to the Udyog Sheel Mahila Sehkari Samiti Ltd.' (*hereinafter*, 'Society') registered under the Societies Registration Act, 1860 at 120, Mathura Road, Opp. Apollo Hospital, New Delhi. The suit for specific performance and permanent injunction was decreed by the Trial Court in the following terms.

“34. As a sequel to my findings under Issue No. 1, 2 and 4, the suit of the plaintiff is decreed and a decree of specific performance of oral agreement to sell dated 16.09.1998 is passed in favour of the plaintiff and against the defendant with respect to

the flatted factory flat bearing No. 223 on the 2nd Floor, on Plot No. 120, Mathura Road, Opposite Apollo Hospital, New Delhi. The plaintiff is directed to pay the balance sale consideration amount of Rs.67,539/- to the defendant within a period of two months and thereafter defendant is directed to execute the sale deed in favour of the plaintiff in respect of the said flat. A decree of permanent injunction is also passed and defendant is restrained from selling, transferring or creating any third party interest in the flat in question. Plaintiff is also entitled to cost of the suit. Decree sheet be prepared accordingly.

File be consigned to Record Room.”

The present appeal was listed on 19th May, 2017. Notice was issued in the matter and arguments have been heard today. During the course of arguments, parties have agreed to settle their disputes on the following terms and conditions.

- 1) The Plaintiff agrees to pay a further sum of Rs.8 Lakhs to the Defendant, which would include the payments made by the Defendant initially to the Society as also additional consideration for Flat No.223, Second Floor at Plot No.120, Mathura Road, Opposite Apollo Hospital, New Delhi.
- 2) The Defendant, upon receipt of Rs.8 Lakhs, shall not claim any right, title or interest in the said property.
- 3) Upon the payment of the said amount, the Plaintiff shall be the absolute owner of the said flat with no other encumbrances whatsoever.

In order to enable the execution of the sale deed and other documents in favour of the Plaintiff, it is agreed that the parties shall prepare and

exchange the drafts of the documents to be signed and executed. They shall appear before the concerned Sub-Registrar's office in the week commencing from 21st May, 2018. The exact date shall be agreed between the parties. On the agreed date, the parties shall appear before the Sub-Registrar and all the documents including the sale deed shall be executed in favour of the Plaintiff and simultaneously the demand draft of Rs.8 Lakhs shall be handed over by the Plaintiff in favour of the Defendant - Kusum Devi Bhattar.

The decree for specific performance based on the oral settlement agreement dated 16th September, 1998 is accordingly upheld with the modification of the consideration amount as agreed hereinabove between the parties. The above terms have been recorded after counsels have taken instructions from their respective clients. Mr. Surinder Daga, husband of Plaintiff - Mrs. Shalini Daga, is also present in Court.

Appeal is disposed of as settled with no orders as to costs. Miscellaneous application is disposed of as infructuous. Liberty is given to the parties to approach the Court, if the need arises.

PRATHIBA M. SINGH, J.

APRIL 12, 2018/dk