

\$~26

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

+ CS(OS) 558/2016 and IA No.12650/2018

SH ABHISHEK AGARWAL

..... Plaintiff

Through : Mr.Manoj Sharma and Mr.Kapil
Kaushik, Advocates with plaintiff.

versus

SMT KAUSHAL AGGARWAL & ORS

..... Defendants

Through : Ms.Neha Garg and Mr.Nitin Garg,
Advocates with defendants in person.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

%

19.09.2018

1. IA No.12650/2018 is jointly moved by the parties for recording the compromise dated 11.09.2018 arrived at between them before Delhi High Court Mediation and Conciliation Centre and passing the compromise decree.

2. The plaintiff has filed this suit for declaration, partition, permanent injunction and perpetual injunctions against the defendants. Defendant No.1 is the mother of the plaintiff and defendant No.2; and defendant No.3 is wife of defendant No.2.

3. During the pendency of the matter, the suit has been settled vide settlement agreement dated 11.09.2018 before Delhi High Court Mediation and Conciliation Centre on the following terms:-

"(i) It has been agreed between the parties that the immovable property being property No.D-68, 2nd Floor with roof right, D-Block, Kamla Nagar Delhi-110007, is presently owned by the First Party, Sh.Abhishek Aggarwal and Defendant No.2, Sh. Ashish Aggarwal jointly in equal share and the Title Deed thereof is in their joint names.

It is further mutually agreed by all the parties to the present Settlement that the Defendant No.2, Sh. Ashish Aggarwal shall relinquish/transfer/release his joint undivided 50% share in the immoveable property being property No.D-68 admeasuring area 220 Sq Yards, 2nd Floor with roof right, D-Block, Kamla Nagar. Delhi-110007 in favour of First Party, Sh. Abhishek Aggarwal. It is further agreed that after relinquish/transfer/release of joint undivided 50% share in the immoveable property being property No. D-68,2nd Floor with roof right, D-Block, Kamla Nagar. Delhi-110007 in favour of First Party, Sh. Abhishek Aggarwal; the Defendant No.2, Sh. Ashish Aggarwal and Defendant No.1, Smt Kaushal Aggarwal and or/any of their legal heirs shall left with no right and interest whatsoever in the said immoveable property. That the said property i.e.D-68 admeasuring area 220 Sq Yards, 2nd Floor with roof right, D-Block, Kamla Nagar. Delhi-1-1 0007, shall be owned by the First Party, Sh.Abhishek Aggarwal exclusively and absolutely in his name as owner and Relinquishmen/Release Deed shall be executed by Defendant No.2, Sh. Ashish Aggarwal in favour of First Party, Sh. Abhishek Aggarwal with respect to property being property No. 0-68 admeasuring area about 220 Sq.Yards, 2nd Floor with roof right, D-Block, Kamla Nagar, Delhi-11 0007. It is further ~greed that necessary charges/fee leviable on registration or for the purpose of transfer of the said property in the name of First Party, Sh.Abhishek Aggarwal, shall be borne by First Party, Sh. Abhishek Aggarwal.

(ii) It is further agreed by the parties that the bank Loan taken from MAGMA/RARCL, against the property bearing No.D-68, 2nd Floor with roof right, D-Block, Kamla Nagar. Delhi-110007 in the name of B.C. Aggarwal and sons, HUF consisting of all the three (3) parties to the present settlement shall be the sole responsibility of First Party, Sh.Abhishek Aggarwal to clear, settle or deal with MAGMA/RARCL in respect with said loan. and Defendant No.2 Sh. Ashish Aggarwal and Defendant No.1, Smt.Kaushal Aggarwal shall not be liable and responsible for any payment/settlement of said loan. It is further agreed between the parties that after final settlement of said Loan with MAG MAIRARC L, First Party Sh. Abhishek Aggarwal shall be entitled to receive title Documents of the immoveable property bearing No. 0-68, 2nd Floor with roof right, D-Block, Kamla Nagar, Delhi-110007 retained by MAGMA/RARCL and Defendant No.1, Smt. Kaushal Aggarwal and Defendant No.2 Sh. Ashish Aggarwal shall extend full cooperation and support.

(iii) It is further agreed between the parties that on Signing of the present Settlement Agreement and on transfer of 50% undivided share by Defendant No.2, Sh. Ashish Aggarwal in respect of property bearing No.D-68, 2 Floor With roof right, D-Block, Kamla Nagar, Delhi-110007 in favour of First Party, Sh. Abhishek Aggarwal; Sh.Abhishek Aggarwal, First Party shall take possession of entire second floor with roof rights of property bearing No. 0-68, 2nd Floor with roof right, D-Block, Kamla Nagar, Delhi-110007 and First Party, Sh. Abhishek Aggarwal shall have absolute right to deal with the said property in any manner whatsoever.

(iv) That there is another subject property being property No. M-23,

admeasuring about 400 sq. yds, Gali No.7, Industrial Area, Anand Prabat, New Delhi which is a licensed property and ~II the possessory rights and interest having being purchased in the name of Defendant No.2 Ashish Aggarwal by the father (Late Sh. Rajesh Aggarwal) of Abhishek Aggarwal First Party and Sh.Ashish Aggarwal Defendant No.2 and husband of Smt.Kaushal Aggarwal, Defendant No.1 and the said property is a built up industrial plot. It is further agreed between the parties that First Party Sh.Abhishek Aggarwal shall execute Relinquishment/Release Deed relinquishing his share in respect of said property being property bearing No. M-23, admeasuring about 400 sq. yds, Gali No.7, Industrial Area, Anand Prabat, New Delhi in favour of Defendant No.1, Smt. Kaushal Aggarwal ,and Defendant No.2, Sh. Ashish Aggarwal, or any other appropriate deed. It is further agreed that First Party, Abhishek Aggarwal and his legal heirs shall have no rights, title and interest in the said property.

(v) It is also mutually agreed and settled between the parties that any liability loan/lien or charge standing in the name of M/s Tash Logistics being a Sole Proprietorship concern of First Party Sh.Abhishek Aggarwal, shall be the responsibility of First Party Sh. Abhishek Aggarwal only. The parties confirm that a Loan of Rs.19,00,0001-(Rupees Nineteen' Lakhs) was extended by MIs Tash Logistics, Proprietorship concern of First Party Sh. Abhishek Aggarwal to another Firm namely M/s Tash India Mumbai. The said Loan is standing and recoverable by Tash Logistics from M/s Tash India Mumbai. It has been agreed between the parties that as per the present settlement Smt. Kaushal Aggarwal, Defendant No.1 shall have right to claim and receive/recover the said Loan of Rs.19,00,000/-(Rupees Nineteen Lakhs) with interest thereupon from Tash India Mumbai. It is further agreed that Tash Logistics / Abhishek Aggarwal; First Party, will not claim for said amount from Tash India Mumbai. It is further mutually agreed between the parties ,that in case there is any inter-bank transactions which took place between the parties before the execution of the present settlement, parties to the present settlement or, their representatives shall have no right to claim anything against each other qua such inter-bank transactions.

(vi) It is further agreed between the parties that First Party Sh. Abhishek Aggarwal shall make all endeavour to clear and settle the loan ,advanced by MAGMA/RCRCL and shall hand over No Objection Certificate from MAGMA/RCRCL to Defendant No.1, Smt. Kaushal Aggarwal and Defendant No.2, Sh.Ashish Aggarwal within six (6) months from the date of signing of the present settlement subject to acceptance of the present settlement by the Hon'ble court and passing of decree thereof. It is further agreed that Defendant No.2 Sh. Ashish Aggarwal shall execute all the necessary documents including Relinquishment/release Deed with respect to property bearing No. D-68 admeasuring area about 220 Sq.Yards, 2nd Floor with roof right, D-Block, Kamla Nagar, Delhi-110007 before the Sub Registrar in order to transfer it in the name of Sh. Abhishek Aggarwal First Party.

(vii) It is further agreed between the parties that the First Party and Defendant No.2 and their respective wives of First Party Sh. Abhishek Aggarwal and Defendant No.2 Sh. Ashish Aggarwal shall cooperate in

execution / enforcement of the present settlement and shall extend their cooperation by providing necessary required documents and also agreed to sign necessary documents for the execution of the present settlement, whenever it is so required .

(viii) It is further agreed between the parties that they shall abide by the terms and conditions for the present settlement without any reservation or condition as the same has been settled by the parties by their own free WILL without any pressure and coercion whatsoever.

(ix) By signing this Agreement, the :parties hereto state that they have no claims, demands and grievances of any nature left against each other and. all inter se disputes and differences between them, in that regard, have been amicably settled by them through the process of Mediation.

(x) The parties to the present Settlement have mutually agreed and understood all the terms and conditions of the present Settlement Agreement and have fully conscious of the consequences thereof."

4. It is stated the parties have entered into above settlement voluntarily, without any undue influence from any corner and since the agreement is lawful the decree be passed in favour of the plaintiff in terms of settlement so arrived at.

5. In the circumstances the suit of the plaintiff stands decreed in terms of settlement enumerated in paras No.(i) to (x) (supra) of the settlement agreement dated 11.09.2018 which shall form part of the decree. The application stands disposed of.

6. Since the parties have settled the matter before the Delhi High Court Mediation and Conciliation Centre, the plaintiff shall be entitled to the refund of the Court fees as per provisions of the Indian Court Fees Act. Parties to bear their own costs. Decree sheet be prepared.

7. The earlier date fixed i.e. 13.12.2018 stands cancelled.

YOGESH KHANNA, J

SEPTEMBER 19, 2018/M