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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **FAO 415/2017, CM APPL. 39737/2017**
MANJEET KAUR & ANR

..... Appellants
Through: Ms. Babita Seth, Advocate with
Appellants in person.

Versus

BALDEV SINGH & ORS. Respondents
Through: Mr. Rajiv Bajaj, Advocate with
Respondents in person.

CORAM:
HON'BLE MR. JUSTICE NAJMI WAZIRI

ORDER
% **09.05.2018**

Respondent nos. 3, 4 & 5 are present in the Court. They have not been able to engage a counsel despite an opportunity being granted to them on the previous date. They seek appointment of a counsel. Mr. Rajiv Bajaj, Advocate, present in the Court, is appointed as their counsel for the day.

At request, the matter was passed over in the pre-lunch session to facilitate Mr. Rajiv Bajaj to discuss the matter with the aforesaid respondents. He now states, upon instructions, that respondents no. 3, 4 & 5 are ready and willing to settle the *lis* amicably and to execute the documents of transfer in favour of the appellants apropos the property bearing no. WZ-108-A/1, Gali No. 17, Sant Garh, Tilak Nagar, New Delhi – 110 018 which has been purchased by the appellants by way of an Agreement to Sell dated 24.03.2014 provided the appellants pay them a full and final amount of Rs.8.75 lakhs in

two instalments i.e. Rs.5.00 lakhs and Rs.3.75 lakhs. The appellants are in possession of the suit flat/property. However, certain portions of the building remain to be completed i.e. the staircase leading to the apartments and the stilt parking for motor vehicles in the premises, the outer walls of the building too have to be plastered and painted from the monies to be given to the respondents. This exercise is to be carried out within 75 days of receipt of Rs.5.00 lakhs.

The learned counsel for the appellants states, upon instructions, from the appellants who are present in the Court, that the said agreement is acceptable. In the circumstances, they will transfer Rs.5.00 lakhs into the bank account of Ms. Kuldeep Kaur – respondent no. 3, who is the absolute owner of the property. The said money will be used for carrying out the aforesaid completion of construction of the property and such renovation as may be necessary in 75 days from the date of receipt of Rs.5.00 lakhs. Within one month of completion of the building and handing over of the stilt car parking to the appellants, the balance amount of Rs.3.75 lakhs shall be paid to R-3. Once the balance amount of Rs.3.75 lakhs has been received by Ms. Kuldeep Kaur, she will execute a Sale Deed in favour of the appellants within 15 days thereof in terms of the Agreement to Sell dated 24.03.2014.

Mr. Bajaj states that respondent nos. 4 & 5 have already relinquished their rights in favour of respondent No. 3 and they further agree to and accept the aforesaid settlement.

The learned counsel for the parties, state upon instructions, that neither of the parties will interfere with the peaceful possession of the

respective portions enjoyed by them nor will they interfere with each-other's ingress to and egress from the property.

The parties are free to carry out construction/renovation in their respective portions as per law, but understandably without hindrance to each-other. They undertake to abide by the terms of this agreement. Their undertakings are accepted. In addition, the parties shall file affidavits of undertaking within two days.

The learned counsel for the parties state that the parties will cooperate with each-other to pursue such remedies, as may be available against the builder i.e. respondent nos. 1 & 2, in order to recover monies, damages, etc. as may be made out in law.

The appeal and the suit stand disposed off in terms of the above.

A copy of this order be given *dasti* to the parties, under the signature of the Court Master.

NAJMI WAZIRI, J.

MAY 09, 2018/acm