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

+ CS(OS) 673/2017 & I.A.Nos.14910-14911/2017

MS. MALVIKA GULATI & ORS Plaintiffs
Through Mr.Nishant Das, Adv.

versus

MR. KULBIR SINGH & ORS Defendants
Through Mr.Arjun Singh Bawa &
Ms.Vishakha Gupta, Advocates for
D-1 to D-4.
D-5 Mr.Pravesh Lakra in person.
Mr.Mandeep Singh Vinaik, Ms.Anjali
Sharma, Mr.Deepak Bashta,
Mr.Shashwat Bhardwaj & Mr.Manish
Lamba, Advs. for D-6.

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

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17.01.2018

1. This suit is filed seeking declaration, cancellation and specific performance. A decree of declaration was also sought to declare the Memorandum of Understanding dated 20.12.2014 and the consequent consent decree dated 28.04.2015 passed by this court in CS(OS) No.558/2001 as null and void.
2. The parties have now entered into a Settlement Agreement dated 16.01.2018 before the Delhi High Court Mediation and Conciliation Centre, New Delhi.
3. I may note that plaintiffs No.1 to 2 and defendants No.1 to 4 are the

only parties in the earlier suit that was filed being CS(OS) No.558/2001, which culminated in the consent decree, which was passed on 28.04.2015 in terms of the settlement dated 20.12.2014 between the parties of that suit.

4. The parties to the earlier suit being CS(OS) No.558/2001 have jointly agreed to give a go bye to the earlier Settlement and now have entered into a Settlement Agreement dated 16.01.2018. Hence, in the interest of justice, the earlier Memorandum of Understanding dated 20.12.2014 stands rescinded and unenforceable. The judgment and decree dated 28.04.2015 is recalled. It is ordered accordingly.

5. In terms of the Settlement Agreement dated 16.01.2018, defendant No.6 has bought the entire rights of the parties in the property bearing No.A-12/5, Vasant Vihar, New Delhi. Defendant No.6 is to make necessary payments to the parties as agreed upon them in the Settlement Agreement dated 16.01.2018.

6. As far as defendants No.1 to 4 are concerned, they have assigned their rights in favour of defendant No.5 earlier and hence, they have also signed the Settlement Agreement dated 16.01.2018 ratifying the same.

7. The Settlement Agreement dated 16.01.2018 is legal and valid.

8. In view of the above, defendant No.6 today has handed over in court three cheques bearing No.219264, 146374 and 146375 dated 01.12.2017 drawn on Axis Bank Ltd., Tri Nagar, New Delhi for a sum of Rs.33,33,000/- each in favour of Ms.Roopaa Gulati, Ms.Malvika Gulati and Ms.Pallavi Gulati, respectively to the learned counsel for the plaintiff. The cheque bearing No.146373 dated 01.12.2017 drawn Axis Bank Ltd, Tri Nagar, New Delhi for a sum of Rs.1,21,27,500/- is received by Sh.Pravesh Lakra, who is present in person in court.

9. The learned counsel for the parties undertake that the parties will abide by the terms and conditions of the Settlement Agreement dated 16.01.2018.

10. The plaintiffs are residents of UK. They have executed the present Settlement Agreement through special Power of Attorney Ms.Geeta Dhingra, copy of which is attached to the Settlement Agreement dated 16.01.2018. The learned counsel for the plaintiffs confirms that the plaintiffs are agreeable to the present Settlement Agreement.

11. A decree is passed in terms of the Settlement Agreement dated 16.01.2018. The terms of the Settlement Agreement as stated in paras 1 to 25 of the Settlement Agreement shall be incorporated in the decree sheet.

12. Binding the parties to the terms and conditions of the Settlement Agreement dated 16.01.2018, the suit is disposed of. All the pending applications are also disposed of.

13. The original Settlement Agreement dated 16.01.2018 signed before the Delhi High Court Mediation and Conciliation Centre, New Delhi by all the parties is taken on record. The Registry may scan the same and have it placed on record.

JAYANT NATH, J.

JANUARY 17, 2018/v