

\$~83

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

+ RFA 254/2019

ANITA TIWARI

..... Appellant

Through: Mr. Sudhir Naagar, Adv. with
appellant in person.

versus

VIRAG TIWARI

..... Respondent

Through: Mr. Avadh Kaushik, Mr. Rajesh Jain
and Mr. Ramushish, Advs.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

%

29.04.2019

CM No. 20053/2019

1. This is an application filed in appeal wherein challenge is to the judgment dated January 03, 2019 passed by Mohd. Farrukh, ADJ, Pilot Court, South West, Dwarka, Court New Delhi in Civil Suit Nos.944/2017 titled as Sh. Virag Tiwari vs. Smt. Anita Tiwari. The relief granted by the learned Additional District Judge in the said judgment reads as under:

“62. The plaintiff Virag Tiwari has validly proved gift deeds dated 19.12.2008 qua the suit property in his favour duly executed by his mother Smt. Prem Tiwari who was having every right to gift the suit property to the plaintiff as Anurag Tiwari has already relinquished his share in her

favour vide registered relinquished his share in her favour vide relinquishment deed and therefore by virtue of registered gift deed, the plaintiff Virag Tiwari is entitled to the possession of the suit property of portion of 2nd floor of the property bearing No.B-1, 150, Janakpuri, New Delhi and the defendants are directed to hand over the vacate the same. The plaintiff is also held entitled to mesne profits from the date of institution of the suit for possession i.e. @ Rs.10,000/- per month along with pendente lite and future interest @ 6% p.a. cost of the suit is also answered to the plaintiff Virag Tiwari.

63. In view of the above, suit of the plaintiff Virag Tiwari is decreed in the aforesaid terms and suit of the defendant Anita Tiwari is dismissed. Deficient Court fees be affixed by plaintiff Sh. Virag Tiwari for the relief of mesne profits. Separate decree sheet be prepared. File be consigned to record room.”

2. In this application, the prayers sought are as under:

“It is, therefore, most respectfully, prayed that this Hon’ble Court may graciously be pleased to take the accompanying ‘Deed of Settlement’ dated 24th July, 2019 (ANNEXURE-A) on record and a consent order/decreed, in terms of the deed of settlement, may kindly be passed in accordance with law and in the interest of justice.”

3. It is averred in the application that during the pendency of the appeal, the parties have amicably settled their *inter se* dispute in order to put to an end to the present litigation as well as any future litigation. The compromise settlement has been arrived at between them in terms of deed of settlement dated April 24, 2019 which has been duly signed by them and also their respective counsels. The other averments in the application are in paras 3 to 7 which are reproduced as under:

“3. That both the parties have agreed to settle the present matter as also others in terms of the said ‘Deed of Settlement’ dated 24th April 2019 without any undue influence, coercion, threat or force from any corner and have voluntarily agreed to abide by all the terms and conditions of the said ‘Deed of Settlement’.

4. That, in terms of the Deed of Settlement, the appellant have agreed to vacate the suit premises bearing House No.B-1/150 (Second Floor), Janakpuri, New Delhi 110058 on or before 15.06.2019 and simultaneously, the respondent shall pay a total sum of Rs.20,00,000/- (Rs. Twenty Lakhs only) to the appellant by way of Demand Draft / Pay order drawn in favour of the appellant on the day of vacating the suit premises i.e. on or before 15.06.2019 subject to the other terms and conditions of the said Deed of Settlement.

5. That both the parties have gone through the contents of the 'Deed of Settlement' dated 24th Aril, 2019 have understood and accepted by them. The contents and terms of the aforesaid Deed of Settlement are not being reproduced herein and the same may kindly be read as part and parcel of the present application.

6. That the contents, terms and conditions of the 'Deed of Settlement' dated 24th April, 2019 shall form part of the consent order/ decree to be passed by this Hon'ble Court and both parties shall be bound by the same.

7. That in view of the aforesaid, it would be just, expedient and in the interest of justice that the present appeal and accompanying applications thereto be disposed of in terms of the deed of settlement and appropriate consent orders/decrees be passed in accordance with law."

4. I note the application has been signed by the parties and their counsels. The application is accompanied by the affidavits of the parties. The application is also annexed with a copy of the deed of settlement dated April 24, 2019 as Annexure-A.

5. Learned counsel for the parties state in view of the settlement the impugned judgment decree dated January 03, 2019 has to be set aside and suit filed by Mr. Virag Tiwari be decreed in terms of the deed of settlement

dated April 24, 2019 at Annexure A.

6. Noting the aforesaid submissions made by the learned counsel for the parties, in view of the deed of settlement dated April 24, 2019 entered into between the parties, the impugned judgment / decree dated January 03, 2019 passed by Sh. Mohd. Farrukh, learned Additional District Judge, South West, Dwarka Court, New Delhi in Civil Suit No.944/2017 titled as Sh. Virag Tiwari vs. Smt. Anita Tiwari is set aside and the suit is decreed in terms of the deed of settlement dated April 24, 2019. The decree sheet be prepared in accordance thereof.

No costs.

V. KAMESWAR RAO, J

APRIL 29, 2019/aky