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

+ **CS(OS) 1209/2014 & I.A. 2168/2019**

SONU HAMADE

..... Plaintiff

Through: Ms. Aastha Dhawan & Ms. Diksha
Mathur, Advocates (M-9971424628)

versus

KULDIP SINGH & ORS

..... Defendants

Through: Ms. Jyotsna Bhuchar, Advocate for
D-1 & 2 (M-9599217417)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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13.02.2019

1. The present suit for partition and rendition of accounts has been filed by Mrs. Sonu Hamade – daughter of Mr. Kuldip Singh and Mrs. Aneel Kaur. The Plaintiff seeks partition and rendition of accounts in respect of properties belonging to her mother as described in Schedule I and Schedule II. Defendant No.1 is the father and Defendant No.2 – Mr. Prabjot Singh is the brother of the Plaintiff. The parties have entered into a settlement agreement dated 15th January, 2019 under the aegis of the Delhi High Court Mediation and Conciliation Centre. The terms and conditions of the settlement are extracted herein below:

“a) That the First Party is agreeable to accept a sum of Rs.2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only) as her entire share in the immovable properties and also the movable properties as mentioned in the amended plaint, from the share of her deceased mother

and any other properties which may be in the name of her deceased mother.

b) That upon receipt of the said agreed sum of Rs.2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only), the First Party agrees to forego any right, title and interest in the immovable properties and also the movable properties as mentioned in the schedule-1 and 2 of the amended plaint.

c) That the said sum of Rs.2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only) shall be paid to the First Party by the Second Party in the following manner:-

i) Rs.5,00,000/- (Rupees Five Lakhs Only) by way of demand draft in the name of the First Party shall be handed over by the Second Party to the counsel for the First Party before the Hon'ble Court on the date when the present settlement shall be taken on record. However, the same shall be on or before 30.01.2019.

ii) The balance amount of Rs.2,45,00,000/- (Rupees Two Crores Forty Five Lakhs Only) by way of demand draft in the name of the First Party shall be handed over by the Second Party to the counsel for the First Party before the Hon'ble Court on or before 30.08.2019 as agreed hereinabove.

d) That the said entire sum of Rs.2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only) is liable to be paid completely by the Second Party to the First Party on or before 30.08.2019 in accordance with the schedule of payments as mentioned in clause (c) hereinabove.

e) That the First Party agrees to execute documents / deeds for the property bearing No.G-1502, La Lagoon Complex Suncity Sector-54, Gurgaon, on or before

30.01.2019 as and when the first payment is made to her, for the Second Party to deal with the same as per their wish and the First Party shall have no objection for the sale of the said property and on the Second Party accepting the sale proceeds of the said property.

f) It is further agreed that the Second Party shall maintain status quo of title and possession for the property bearing No. G-1501, La Lagoon Complex Suncity Sector-54, Gurgaon, or dealing with the same till such time the entire payment of the agreed amount of Rs.2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only) is made to the First Party.

g) That upon receiving the said agreed amount of Rs.2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only), the First Party shall execute documents / deeds for the property bearing No.G-1501, La Lagoon Complex Suncity Sector-54, Gurgaon, for the Second Party to deal with the same as per their wish and the First Party shall have no objection for the sale of the said property and on the Second Party accepting the sale proceeds of the said property.

h) That the parties have agreed that the counsel for the parties shall pray for fixing the next date before the Hon'ble Court as convenient to the Hon'ble Court after 30.08.2019.

i) That in case the Second Party fails to make the payment of Rs.5,00,000/- as agreed hereinabove, he shall be liable to pay interest on the same @ 12% per annum till the date of payment.

j) It is further agreed between the parties that in case of default in payment of Rs.2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only) by the agreed date of 30.08.2019, the First Party shall be entitled to receive

interest @ 12% per annum for three months from 30.08.2019 and for any further delay in payment, the First Party shall be entitled to revive her suit for partition and claim such right, title and interest as available to her in law with regard to all the properties mentioned in schedule-1 and 2 of the amended plaint including the sale proceeds thereof, if any. The amount already received by the First Party till then shall be forfeited in case of any default by the Second Party.

k) It is agreed between the parties that the parties are free to take any such benefit as available under the income tax laws or any other statutory benefits that may be available to the parties regarding the present settlement.”

2. The Court has perused the settlement. The terms are lawful and there is no impediment in recording the said settlement. Ld. counsel for the Plaintiff confirms that her client has received a sum of Rs.5 lakhs by way of demand draft. Her client further agrees to execute the requisite documents in respect of property bearing No. G-1502, La Lagoon Complex Suncity Sector-54, Gurgaon within two weeks from receipt of draft documents from the Defendants.
3. Ld. counsel for the Defendants agrees that as per the terms of the terms of the settlement, her client undertakes to this Court that they would pay the amount of Rs.2.5 crores as agreed in the settlement on or before 30th August, 2019. Until then, the Defendants agree not to create any third-party interest and maintain status quo in respect of title and possession of property bearing No. G-1501, La Lagoon Complex Suncity Sector-54, Gurgaon.
4. The parties have settled their disputes. The suit is decreed in terms of paragraphs no. (a) to (k). The settlement terms shall form part of the decree.

The Defendants are free to operate the bank accounts of Mrs. Aneel Kaur as contained in Schedule II, subject to the undertaking that status quo shall be maintained in respect of property bearing No.G-1501, La Lagoon Complex Suncity Sector-54, Gurgaon till the payment of Rs. 2.5 crores is made to the Plaintiff. The parties shall be bound by the terms of the settlement.

5. Decree sheet be drawn accordingly. All pending I.As are disposed of.
6. List for reporting compliance on 16th September, 2019.
7. Next date of hearing before Court i.e. 28th February, 2019 is cancelled.

PRATHIBA M. SINGH, J

FEBRUARY 13, 2019

Rahul