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

+ RFA(OS) 91/2018 & C.M.Applns.53535-36/2019

ISH KAPOOR

..... Appellant

Through: Mr. Preetjit Singh and Mohd. Anis-ur-Rehman, Advocates with appellant in person

versus

TRILOK KUMAR KAPUR & ORS

....Respondents

Through: Mr. Hemant Chaudhri, Mr. Piyush Arora and Mr. Gaurav, Advocates for respondents No.1 to 3

Mr. Ravi Ranjan, Advocate for respondent No.5 with respondent No.5 in person

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

HON'BLE MS. JUSTICE ASHA MENON

ORDER

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06.12.2019

1. Pursuant to the parties being referred to mediation, the Delhi High Court Mediation and Conciliation Centre has forwarded a Settlement Agreement dated 27.11.2019.
2. Learned counsel for the parties state that the terms and conditions of the Settlement have been recorded in paragraphs No.10 to 18 and the Settlement Agreement has been signed by the appellant, the respondent No.1, the respondent No.3 for herself and as the power of attorney holder of her sister, the respondent No.2 and the respondent No.5. It is stated that now all the parties have agreed to sell the subject property at the best available

market price and share the sale proceeds in the manner as set out in para No. 10(b) of the Settlement Agreement. They state that in view of the comprehensive Settlement arrived at between the parties, nothing further survives for adjudication in the present appeal and the same may be disposed of in terms of the afore-said Settlement Agreement.

3. We are informed that respondent No.6, who was unmarried, had expired during the pendency of the suit, on 04.06.2018. Respondent No.4 was proceeded against *ex parte* in the suit and he had already relinquished his share in the subject property as recorded in Suit No.1097/81.

4. We have perused the Settlement Agreement that has been arrived at between the parties. The same has been signed by the appellant, respondent No.1, respondent No.3 for herself and for her sister, respondent No.2 as well as the respondent No.5. Counsel for the respective parties as also the learned Mediator have affixed their signatures on the Settlement Agreement.

5. In view of the fact that the aforesaid settlement has been arrived at between the parties, of their own free will and volition and without any undue influence or coercion from any quarters, there appears no legal impediment in accepting and taking the Settlement Agreement on record. The parties shall remain bound by the terms and conditions of the Settlement Agreement. The parties shall discharge their obligations under the Settlement Agreement without any default. Further, as agreed, the appellant No.1 shall be entitled to approach the Registry for release of the keys of a part of the suit premises that is lying locked, as recorded in para No.13 of the Settlement Agreement. The sum of Rs.18 lakhs lying in the shape of an FDR in the name of the deceased respondent No.6 and maintained with

UCO Bank, Delhi High Court Branch shall be distributed amongst the parties as per the terms recorded in para No.15. The parties shall be at liberty to approach the Registry for release of said the amounts.

6. While taking on record the Settlement Agreement dated 27.11.2019, the impugned judgment dated 15.10.2018 passed in CS(OS) 3174/2014 stands modified. The present appeal is disposed of alongwith the pending applications. The parties shall bear their own costs. Decree sheet be drawn accordingly.

HIMA KOHLI, J

ASHA MENON, J

DECEMBER 06, 2019/s