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

+ **CS(OS) 167/2018**

MEENAKSHI MALHOTRA & ANR Plaintiffs

Represented by: **Mr.Dinesh Garg and Ms.Rachna Agrawal, Advocates.**

versus

DEEKSHA LAKSHMI WADHERA BATRA & ORS..... Defendants

Represented by: **Mr.Nikhil Singhvi and Mr.Mohit Seth, Advocates for defendant Nos.1 and 2.**

Mr.Anand Singh and Ms.Abhilasha Shrawat, Advocates for defendant No.4.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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14.02.2020

I.A. 2170/2020 (under Order XXIII Rule 3 CPC)

1. By this joint application, the plaintiffs and the four defendants seek decree of the suit in terms of the settlement arrived at between the parties.
2. Taking on record the settlement agreement as incorporated in the application, the suit is decreed in terms of the settlement.
3. Application is disposed of.

CS(OS) 167/2018

1. Plaintiff Nos.1 and 2 and defendant Nos.1 to 4 have entered into a settlement on the following terms and conditions as incorporated in para-7 of I.A. No.2170/2020 as under:

i) The Defendants have agreed and accepted that the agreed sale consideration was Rs.15,00,00,000/- for sale

of entire suit property to the Plaintiffs coupled with delivery of vacant physical peaceful possession thereof by Defendant No.3 to the Plaintiffs alongwith the original title deeds;

- ii) The Defendants further agreed and accepted that the agreed sale consideration of Rs.15,00,00,000/- was to be shared equally between Defendants No.1, 2 & 4, i.e. Rs.5,00,00,000/- by each one of them;*
- iii) The Defendant No.1 further agreed and accepted that out of her entitlement of Rs.5,00,00,000/-, the Defendant No.1 had already received a sum of Rs.60,51,000/-from the Plaintiffs as per break-up given in the plaint and only the balance, after deducting TDS, remained to be paid by the Plaintiffs to Defendant No.1 pursuant to oral Agreement to Sell dated 15.04.2015;*
- iv) The Defendant No.2 also agreed and accepted that out of her entitlement of Rs.5,00,00,000/-, she had already received a sum of Rs.50,00,000/- pursuant to oral Agreement to Sell dated 15.04.2015 and only the remaining balance amount, and after deducting TDS, remained to be paid;*
- v) The Defendant No.3 also agreed and accepted that she was not entitled to receive any amount out of the sale consideration as per the settlement arrived at in C.S.(OS) No.571 of 2008 as aforesaid, and further that it was her obligation, as per the settlement, to handover the vacant physical peaceful possession of the said entire suit property to the Plaintiffs alongwith the original title deeds;*
- vi) That the Defendant No.4 also agrees, accepts and confirms that out of the sale consideration of Rs.5,00,00,000/- for his 1/3rd share, the Defendant No.4 had initially received a sum of Rs.75,00,000/- from the*

Plaintiffs and only a sum of Rs.4,25,00,000/- remained to be paid;

- vii) That the Defendants represented and assured the Plaintiffs that the original Gift Deed dated 11.01.2007 executed by late Shri Y.P. Batra in favour of the Defendant No.1 was misplaced /lost and is not traceable, for which they lodged LR No. 642692/2015 with P.S. Crime Branch, Delhi with further assurance that as and when the same is found, the same shall be handed over to the Plaintiffs alone and to none else and further that the same will not be misused in any manner;*
- viii) That the Defendant No. 3, while discharging her part of obligation under the aforesaid settlement dated 12.04.2014 arrived at in C.S.(OS) No.571 of 2008, has already handed over the vacant peaceful physical possession of the entire suit property i.e. property No.C-173, Defence Colony, New Delhi-110024, measuring 325 sq.yds. to the Plaintiffs and their nominee at the spot and the Plaintiffs & their nominee have already assumed its legal and physical possession at site;*
- ix) That the Defendants have handed over Photocopy of the Perpetual Lease Deed and the Original Conveyance Deed to the Plaintiffs & their nominee;*
- x) The Defendant No.1 further agreed, accepted and confirmed that she has already received the balance sale consideration of Rs.4,34,49,000/-(after deducting TDS) from the Plaintiffs & their nominee in full and final settlement and now nothing remains due and payable by the Plaintiffs to the Defendant No.1 on any account whatsoever;*
- xi) The Defendant No.2 further agreed, accepted and confirmed that she has already received the balance sale consideration of Rs.4,45,00,000/-(after deducting TDS)*

from the Plaintiffs & their nominee in full and final settlement and now nothing remains due and payable by the Plaintiffs to the Defendant No.2 on any account whatsoever;

xii) The Defendant No.4 further agreed, accepted and confirmed that he has already received the balance sale consideration of Rs.4,20,00,000/- (after deducting TDS) from the Plaintiffs & their nominee in full and final settlement and now nothing remains due and payable by the Plaintiffs to the Defendant No.4 on any account whatsoever;

xiii) The Defendant No.4 further agrees, accepts and confirms that his two sons and two daughters namely:

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|------------|----------------------------|----------|-----------------|
| <i>(a)</i> | <i>Ms. Ambalika Batra</i> | <i>-</i> | <i>daughter</i> |
| <i>(b)</i> | <i>Mr. Balthazar Batra</i> | <i>-</i> | <i>son</i> |
| <i>(c)</i> | <i>Mr. Sebastian Batra</i> | <i>-</i> | <i>son</i> |
| <i>(d)</i> | <i>Ms. Pandora Batra</i> | <i>-</i> | <i>daughter</i> |

or any other person did not have any right, title, interest or share of any nature whatsoever in the said 1/3rd share of the Defendant No.4 in the suit property or in any other share/portion of the suit property;

xiv) The Defendant No.4 also confirms that the said sons and the daughters of the Defendant No.4 have also executed the document(s) to this effect which are already placed on record along with I.A. No.15978/2019 by the Defendant No.4;

xv) The Defendants further agreed, accepted and confirmed that the Defendant No.1 has already executed the three Sale Deeds of 1/3rd undivided share each with Defendant No.3 as Confirming Party thereto, in favour of the Plaintiffs & their nominee and got the same registered;

xvi) That the Plaintiffs are not liable to pay any further

amount to any of the Defendant on any other account whatsoever;

xvii) That the Defendants do hereby accept that the sale coupled with delivery of vacant physical peaceful possession in respect of the suit property in favour of the Plaintiffs is now complete, however, if any of the Defendant is required by the Plaintiffs to do or perform any other act, deed or thing so as to make the title of the Plaintiffs more perfect and marketable, the Defendants have agreed to do so without asking for any further consideration in any manner;

xviii) The Defendants No.2, 3 & 4 do hereby acknowledge and confirm the said sale by Defendant No.1 in favour of Plaintiffs & their nominee. The Plaintiffs & their nominee shall hereinafter be entitled to use and enjoy the suit property as absolute owners thereof with full right to lease, sell, encumber and to deal with the same in any other manner;

xix) The Defendants undertake to not to do any act, deed or thing which may be proved detrimental to the interest of the Plaintiffs or their nominee;

xx) That neither any of the Defendant nor any of their heir or any person claiming under them shall be entitled to make any challenge to the said sale nor they will do so and the Defendants do herein undertake to this Hon'ble Court in the aforesaid terms;

xxi) That the parties shall bear their own costs.

2. Application is duly signed by both the plaintiffs and defendant Nos.1, 2 and 4 and duly thumb marked by defendant No.3, who have been duly identified by their respective counsels.

3. Application is also accompanied by the affidavits of the two plaintiffs and the four defendants as also with the copies of the three sale deeds executed between the plaintiffs and defendants.
4. Consequently, the suit is decreed in favour of the plaintiffs and against the defendants in terms of the settlement as noted above.
5. Decree sheet will incorporate the terms of settlement.
6. Court fee be returned to the two plaintiffs in equal ratio under Section 16A of the Court Fees Act.
7. Registry will issue necessary certificate in this regard.

I.A. 14776/2019 (under Order XXVI Rule 2 CPC-by plaintiffs)

I.A. 15823/2019 (under Order VIII Rule 1A (3) CPC-by defendants),

I.A. 15978/2019 (under Order XXIII Rule 3 CPC)

Applications are disposed of as infructuous.

MUKTA GUPTA, J.

FEBRUARY 14, 2020

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