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

+ **CS(OS) 613/2019 & I.A. 16547/2019, I.A. 4753/2020, I.A. 10794/2021, I.A. 10795/2021**

MRS. SANGEETA BAHL Plaintiff
Through: **Mr. D.K.Mehta, Adv.**

versus

MRS. SURINDRA MAHAJAN & ORS. Defendants
Through: **Mr. Harjeet Narang, Adv. for**
D-1 and D-2
Mr. Vimal Khanna, Adv. for D-3

CORAM:
HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (ORAL)

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13.09.2021

(Video-Conferencing)

1. The disputes between the parties stand settled and IA 10794/2021 has been filed under Order XXXIII Rule 3 of the Code of Civil Procedure, 1908.

2. The terms of settlement, as enumerated in para 5 of the application, read thus:

“5. That now this settlement is being recorded between the parties hereto as under:

A. The parties hereto confirm and declare that they have voluntarily and of their own free will and volition and without any pressure or coercion from any corner whatsoever arrived at the settlement (Memorandum of Understanding) (for 'Short “MOU”’).

B. That it has been decided between the parties herein that, Defendant no. 2 undertakes to sell the property no. B-127, Nirman Vihar, Delhi-110092 (immovable property in question) in open market, within a period of eighteen (18) months from the date of recording of statement of the settlement before this Hon'ble Court and further undertakes to pay to the Plaintiff and the Defendant No. 3 their respective share stated herein below, out of the sale of referred immovable property in question. It has been further agreed between the parties that without going into the merits of the case the Defendant No. 2 shall continue to be owner only for sale of immovable property in question.

C. That apart from Defendant no. 2, Sh. Rohit Mahajan, the Plaintiff and Defendant no. 3 (Smt. Sangeeta Bahl, and Smt. Anita Verma) respectively shall also make endeavor to dispose off/sell the "Property in Question" in open market within the aforesaid period of eighteen months and from out of the entire sale proceeds received (whatsoever) by the Defendant No. 2, he shall pay an amount of Rs.50,00,000/- (Fifty Lakhs Rupees Only) each to the Plaintiff and the Defendant No. 3 Mrs. Sangeeta Bahl and Mrs. Anita Verma as a settlement amount towards full and final settlement of the claim as raised by the Plaintiff in this Civil Suit pending before this Hon'ble Court qua the entire built up freehold Property bearing No. B-127, Nirman Vihar, Delhi-110092 (Property in Question).

D. That it has been observed by the parties herein that the original title documents (Conveyance Deed) of the Property in Question is untraceable, and it is believed that either it is lost somewhere or got kept at an obscure place. However, the same is not in the power and possession of any of the Parties to the present suit. It is, however, stated by the Defendant No. 2 that he has already lodged a NCR report with Delhi Police regarding the loss of the said Conveyance Deed. It is agreed between the parties herein, that in case, the original documents are found or recovered by any of the parties herein post disposing off the Property in Question, the same shall immediately be handed over to the Defendant No. 2 and not to the subsequent purchaser of the Property in Question.

E. That upon receipt of their share as stated herein above, the Plaintiff and the Defendant No. 3 shall be left with no

right/ concern/ authority or interest to the value of the sale amount received by the Defendant No. 2 post sale of the Property in Question, and the claim/interest of the Plaintiff and the Defendant No. 3 shall only be confined/restricted to the agreed amount of Rs.50,00,000/- (Rupees Fifty Lakhs only) payable to each of them and as agreed hereinabove.

F. That the second party Sh. Rohit Mahajan, shall also pay an amount of Rs. 15,00,000/- (Fifteen Lakhs Only) to the First Party Smt. Surindra Mahajan, post selling "property in Question", and out of the entire sale proceeds received (whatsoever), as a token of honor being she the family head. However, the First Party shall be at liberty to appoint any person of her choice to be her nominee in her Bank Accounts.

G. That in terms of the settlement arrived at herein and as also recorded in the annexed Memo of Understanding, the Plaintiff and the Defendant No. 3 and/or their respective legal heirs shall be left with no right, title, concern whatsoever in any manner, with respect to the Property No. B-127, Nirman Vihar, Delhi-110092, and they shall have no right to raise claim of any nature whatsoever in future against the Defendant No. 2.

H. That both the Plaintiff and the Defendant No. 3 shall be bound to issue a NOC in favor of the subsequent purchaser and may also be required to put their witnesses on the Sale Deed/necessary transfer documents before the Sub-Registrar concerned pertaining to the Property in Question at the time of execution of sale deed in favor of the subsequent purchaser, in case the need arises.

I. That the Plaintiff and Defendant No. 3 i.e. Ms. Sangeeta Bahl and Anita Verma, immediately after allowing of the present application and passing of a decree on terms thereof shall withdraw their other complaints/grievances/ caveat Petition filed before the "Sub-Registrar VIII, Revenue Department, L & M Band, Shastri Nagar, Delhi-110032", as well as before the "Municipal Corporation of Delhi", against the Defendant No. 1 or Defendant No. 2 with respect to the "Property in Question", and further post fulfillment of entire terms and conditions of this settlement, all disputes, claims, complaints, grievances etc. of any of the party before any Forum shall become meaningless and of no consequence.

J. That the parties herein have agreed to file a copy of the decree passed in terms hereof before all the authorities/ agency(ies) where the case(s)/ complaint/ grievance petition (s) are pending against any of the party and to file necessary applications/ petitions for withdrawal/ close the same on or even before the date of hearing, if any, pending before such authority/agency.

K. That upon fulfillment of the terms of this settlement as recorded herein the parties hereto states that they have no further claims or demands against each other and all the disputes and differences stands amicably resolved by them.

L. That the parties herein have further agreed and undertaken that none of the party or their family members shall initiate any case, complaint, petition etc. before any court of law or authority against the other party or their family members in respect of the present dispute(s)/cause of action(s).”

3. Learned Counsel for the parties are present during the hearing. They agree to abide by the terms of settlement.

4. As such, nothing survives in the present suit. The suit stands decreed in terms of the afore-extracted terms of settlement between the parties to which they shall remain bound.

5. The Registry is directed to draw-up the decree sheet accordingly.

6. At this stage, learned Counsel for the plaintiff requests that the period of 18 months, stipulated in Clause B of the settlement agreement be reckoned from today, i.e. 13th September, 2021.

7. Learned Counsel for the defendants have no objection.

8. Accordingly, it is clarified that the said period would be reckoned from today.

C. HARI SHANKAR, J.

SEPTEMBER 13, 2021

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