

#SDB-1

IN THE HIGH COURT OF DELHI AT NEW DELHI

Judgment Delivered On : 26.02.2021

RFA(OS) 10/2019

USHA BATRA & ORS

..... Appellants

versus

OMBIR CREATION PVT. LTD.

..... Respondent

Advocates who appeared in this case:

For the Appellants : Mr. Prashant Mehta and Ms. Divita Vyas, Advocates for A-1, A-2, A-4 and A-5
Mr. Aman Dhyani and Ms. Kanchan Semwal, Advocates for A-3
For the Respondent : Mr. Anil Sharma, Advocate

CORAM:

HON'BLE MR. JUSTICE SIDDHARTH MRIDUL

HON'BLE MR. JUSTICE TALWANT SINGH

J U D G M E N T

SIDDHARTH MRIDUL, J (via Video Conferencing)

CM APPL.8062/2021

1. The present application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 has been jointly instituted on behalf of the parties praying as follows:

“It is, therefore, most respectfully prayed that this Hon’ble Court may be pleased to dispose off the above said appeal as compromise/settled in terms of the aforesaid amicable settlement.

Pass such other or further order which this Hon’ble Court may deem fit and proper in the facts and circumstances of the case.”

2. Mr. Prashant Mehta, learned counsel appearing on behalf of Appellant Nos.1,2,4 and 5, Mr. Aman Dhyani, learned counsel appearing on behalf of Appellant No.3 and Mr. Anil Sharma, learned counsel appearing on behalf of respondent invite our attention to paragraphs 3 and 4 of the present application to urge that the appeal may be disposed of, in terms of the compromise/settlement arrived at by and between the parties in relation to the subject matter of the present appeal.

3. Paragraphs 3 and 4, which elaborate the complete compromise/settlement agreement between the parties are reproduced hereinbelow for the sake of facility:

“3. That the parties to the present appeal have amicably resolved their disputes and differences and arrived at an amicable settlement on the following terms: -

- i) It has been agreed and settled between the parties that appellant No.2 to 5 who are

also appellant nos.1(a) to (d) shall sell their total $\frac{2}{9}$ th share (being $\frac{1}{4}$ th of $\frac{2}{9}$ th share each) in the suit property and the respondent herein has agreed to purchase the said share. After due deliberations and negotiations the appellant no.2 to 5 who are also appellant nos. 1(a) to (d) have agreed to sell the said combined $\frac{2}{9}$ th share at a total sale consideration of Rs.10,75,00,000/- (Rupees Ten Crore Seventy-Five Lakh only) i.e. Rs.4,13,270 (Rupees Four Lakh Thirteen Thousand Two Hundred & Seventy only) per sq. mt. That this Hon'ble Court in the present appeal has recorded the above understanding between the parties in its order dated 05.02.2021. That the parties have agreed that the respondent shall deduct the amount of TDS @1% from the amount i.e. 10,75,00,000/- (Rupees Ten Crore Seventy Five Lakh only) and pay the balance amount proportionately to the appellants in terms of their shares. The respondent shall provide the separate TDS certificate(s) of proportionate deduction to the appellant(s) after receiving the same from the tax department. Furthermore, the respondent shall bear the requisite stamp duty and registration charges at the time of execution of the sale deed(s) of the suit property.

- ii) It is further settled that the appellant no.2 to 5 who are also appellant nos.1(a) to (d) herein shall transfer their combined $\frac{2}{9}$ th share in the suit property in favour of the respondent herein and shall execute a Sale Deed/or separate Sale Deed(s) within a period of two months from the date of recording of the present compromise before this Hon'ble Court.

- iii) It has been agreed that the respondent herein shall pay the aforesaid share i.e. total amount of Rs.10,75,00,000/- (less TDS) being Rs.2,68,75000/- (less TDS) to each of the four appellant(s), towards purchase of their agreed shares as above, at the time of execution of Sale Deed(s)/or separate Sale Deed(s), at the option of the respondent, before the office of the concerned Sub-Registrar.
- iv) It has been agreed that after receipt of the aforesaid consideration amount/share and execution of the Sale Deed(s) in favour of respondent herein, the appellant no.2 to 5 who are also appellant nos.1(a) to (d) shall be left with no right, title or interest therein in the suit property and the respondent alone shall be competent to deal with the suit property in the manner it may like.
- v) It has been agreed and settled between the parties that the appellant no.2 to 5 who are also appellant nos.1(a) to (d) shall hand over the peaceful, vacant and physical possession of the suit property to the respondent herein at the time of execution of the Sale Deed(s) and upon receipt of the full consideration as per this agreement.
- vi) It has further been agreed and settled between the parties that all the dues with respect to the suit property i.e. electricity, water, gas, house tax etc. shall be paid by the appellant no.2 who is also appellant no.1(a) up to the date of execution of the Sale Deed and thereafter it shall be the responsibility and liability of the respondent herein.

- 4. That it has been agreed that the appellants shall issue their NOC in favour of the respondent, for releasing the original documents of the suit

property i.e. 43A Rajpur Road, Civil Lines,
Delhi-110054 from Canara Bank.

4. The present application is duly supported by affidavits on behalf of the parties to the present *lis* and the joint application is also signed by learned counsel representing them in the appeal.

5. From a perusal of the compromise/settlement entered into between the parties, we are of the view that the same is legal and that there is no impediment in permitting the parties to settle their disputes on the terms elaborated hereinabove, in the interest of justice and with a view to apply *quietus* to the protracted litigation between them.

6. In the circumstances, the present application is allowed and disposed of accordingly.

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1. The present appeal is disposed of as compromised between the parties, in terms of the compromise/settlement agreement arrived at between them, as hereinbefore extracted.

2. Starting date of the parties to comply with their respective obligations under the terms of compromise/settlement agreement is today i.e., 26.02.2021 and the parties undertake to comply with the said terms, without demur.

3. The Registry is directed to prepare a decree sheet, in terms of the compromise arrived at between the parties forthwith.

4. A copy of this judgment be provided to learned counsel appearing on behalf of the parties and be also uploaded on the website of this Court.

**SIDDHARTH MRIDUL
(JUDGE)**

**TALWANT SINGH
(JUDGE)**

FEBRUARY 26, 2021/dn

[Click here to check corrigendum, if any](#)