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

+ **CS(OS) 310/2019 & I.A. 8320/2019**

SONI DAVE

..... Plaintiff

Through: Mr.Bharat Arora, Adv.

versus

RAJINDER SINGH MANGAT & ORS. Defendants

Through: Ms.Nidhi Mohan Parashar and
Mr.Sajal Manchanda, Adv.s.for Defendant
nos. 2 and 3.

Mr.Nishant Anand, Advocate for Defendant
No. 1,5,6,7 and 8

CORAM:

HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER (O R A L)

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08.01.2021

(Video-Conferencing)

1. All seven defendants, as per the amended memo of parties dated 5th November, 2019, are represented today by learned Counsel. This matter was referred to mediation under the aegis of the Delhi High Court Mediation & Conciliation Centre.

2. The dispute between the parties has been settled, and a settlement agreement dated 6th January, 2021, has been received from the Delhi High Court Mediation & Conciliation Centre. The terms of settlement, as contained in the said settlement agreement, are reproduced hereunder:

“1) That it is agreed between the parties that the parties are the co-owners/co-lessees of the suit property in the following ratio –

- i) Plaintiff /First Party – 1/5th i.e. 20%
- ii) Defendant No 1/Second Party – 1/5th i.e. 20%
- iii) Defendant No 2/Third Party – 1/10th i.e. 10%
- iv) Defendant No 3/Fourth Party – 1/10th i.e. 10%
- v) Defendant No 4/Fifth Party – 1/10th i.e. 10%
- vi) Defendant No 5/Sixth Party – 1/10th i.e. 10%
- vii) Defendant No 6/Seventh Party - 1/10th i.e. 10%
- viii) Defendant No 7/Eighth Party - 1/10th i.e. 10%

2) That the parties agree that the suit property cannot be divided by metes and bounds. The parties have decided and agreed that the suit Property shall be sold to a Third Party by way of a private sale on the terms and conditions mutually acceptable to the parties. Any of the parties shall be at liberty to identify a potential buyer and the sale shall be concluded by the consent of the parties in the manner provided in this Settlement Agreement. The sale proceeds realized therefrom shall be apportioned between the parties as per their respective share in the suit property.

3) That the suit property is a leasehold Property standing in the name of late Sardar Dharam Singh. The Parties agree to jointly take steps to have their names mutated in the records of Delhi Development Authority and to convert the suit property from leasehold to freehold. The parties shall jointly

apply for mutating their names in the suit Property to DDA within 90 days of signing of this Settlement Agreement. The Parties shall thereafter within 90 days of the mutation jointly apply for conversion of the suit Property from leasehold to freehold. The Parties agree and undertake to fully co-operate with each other for signing of all applications, documents, affidavits, bonds etc. that may be required for mutation and subsequently for conversion of the suit property from leasehold to freehold before the concerned authority. In case any party is not in Delhi or is living abroad they will appoint a constituted attorney by executing a Power of Attorney in favour of any other Party or anyone else who is available in Delhi so as to facilitate and expedite the mutation and conversion procedure of the suit property. The cost of mutation and conversion as aforesaid shall be borne by each of the parties in proportion to their share in the suit property.

4) The Parties are at liberty to enter into an Agreement to sell with a buyer offering the highest price and the best terms and conditions upon signing of this Settlement Agreement.

5) If all the parties agree, the suit property may be sold to a suitable buyer who is willing to purchase the suit property on an “as is where is basis”, without waiting for the mutation and conversion process to be completed.

6) The Parties shall complete the Sale of the suit Property within 12 months of the execution of the present Settlement

Agreement or within 3 months of the execution and registration of the freehold Conveyance Deed in their favour, whichever is later. This time may be extended by the parties by mutual consent in writing. It is reiterated that if all the parties agree to sell the Suit property on "As is where is basis", then they may proceed with the same subject to consent of all the parties without converting the Suit Property from leasehold to freehold.

7) That the Parties agree that if all parties fail to sell the Suit Property within the time stipulated in this Settlement Agreement, any party may approach the Hon'ble High Court of Delhi for sale of Suit Property through Court auction or any other alternate mode subject to orders of the Hon'ble High Court of Delhi.

8) The Parties hereby agree, declare and covenant that the Parties shall remain bound by the Agreement and the terms thereof and shall not dispute, deny, object or challenge the same under any circumstances or at any point of time and the Parties agree that they shall not be allowed to withdraw from the terms and conditions mentioned in this agreement.

9) That the Parties herein agree and declare that each covenant of this agreement shall constitute as an undertaking to the Hon'ble Court, violation whereof will make the defaulting party liable for contempt of court proceedings.

10) The Parties further agree that the terms, conditions and covenants as agreed and stated herein shall not be amended, altered and/or changed by any oral agreement between any of the Parties. All amendments, alterations and changes shall be in writing to be signed by all the Parties.

11) The Parties agree that the present suit may be disposed of in terms of the present Settlement Agreement and a decree recording the present settlement be passed thereof. The parties shall bear the Court Fees, if any, equally in their respective shares.”

3. The settlement agreement shall be treated as an appendix to this order, and all parties shall remain bound by the terms thereof.

4. As the disputes stand settled among the parties, nothing survives for adjudication in this case. The suit is consequently decreed in terms of the aforesaid settlement agreement dated 6th January, 2021. Formal decree sheet be drawn up by the Registry in accordance with law.

I.A. 8320/2019

In view of the disposal of the suit, the application also stands disposed of.

C.HARI SHANKAR, J

JANUARY 8, 2021/kr