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

+ **RFA 859/2010 & CM APPL. 17781/2022**

TARUN NANDWANI

..... Appellant

Through: Mr. Arun Batta, Adv. with Mr.
Tarun Nandwani, Mr. Anurag Sharma and
Mr. Abdul Wahid, Advs.

versus

RAM SWARUP NANDWANI & ORS

.... Respondents

Through: Mr. Ashish Aggrwal, Ms.
Nikita Sharma and Ms. Gourisha Aggrwal,
Advs. for LR's of R-1 with Ms. Rajni Bhalla
in person

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

J U D G M E N T (O R A L)

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11.04.2022

CM APPL. 17781/2022 in RFA 859/2010

1. This application, under Order XXIII Rule 3 of the Code of Civil Procedure, 1908, seeks decreeing of Suit 12/2008, earlier decreed in part in favour of the respondents by the impugned judgment dated 21st September, 2010 of the learned Additional District Judge ("the learned ADJ"), forming subject matter of challenge in the appeal.

2. The learned Counsel submit that the dispute between the parties stands amicably resolved *vide* an oral Family Settlement dated 14th January, 2022, which stands reduced in writing *vide* Memorandum dated 14th February, 2022.



3. A copy of the said memorandum of the oral Family Settlement dated 14th January, 2022 is placed on record along with this application.

4. Learned Counsel for the parties also submit that Respondent 1 has also challenged the impugned judgment dated 21st September, 2010 by way of RFA 13/2011, which has been admitted and is pending before a coordinate Bench of this Court. However, it is submitted that Respondent 1, as the appellant in that appeal, has expired.

5. Mr. Arun Batta who represents the legal heirs of the deceased Respondent 1 in the said proceedings submits that that appeal has thus abated and they do not seek to move for revival of the appeal, as the disputes between the parties stand amicably resolved.

6. The terms of the settlement, as contained in the aforementioned memorandum of oral Family Settlement dated 14th January, 2022, are the following:

“1. The First Party will be exclusive and absolute owner of Property No.27, Sector-12A, Dwarka, New Delhi - 110075 and Second Party will not claim any right, title or interest therein;

2. The Second Party will be the exclusive and absolute owner of following properties and First Party will not claim any right, title or interest therein:

a. Property bearing No. A-2/175, First Floor, Janakpuri, New Delhi

b. Plot No. I-406, TOI, Kundli, KR2-1418, Delhi



3. That both the Parties (First Party and Second Party) will jointly and in equal share own six shops being Nos.301, 301B, 302, 303, 304 and 307 situated at C-1, LSC, Janakpuri, New Delhi and they shall jointly let out and or sell out the same as per mutual discussions and agreements. The rent received on letting out and/or sale proceeds received on sale of the said six shops shall be shared equally between the parties.

4. The Parties shall move joint/compromise application before the Hon'ble High Court in Regular First Appeal No.859/2010 for passing of compromise decree in term of/ to give effect to the present settlement.

5. That the Second Party will give no objection (in whatever form required) for the lease of rent qua Property No.27, Sector-12A, Dwarka, New Delhi lying deposited with the bank in the form of FDR in terms of order mentioned hereinabove to and/in favour of First Party, which has deposited in term of order dated 23.03.2010 passed by the Court of Sh. Arun Bhardwaj, ADJ, Dwarka in Suit No. 12/2009 (now numbered as Misc. DJ ADJ No. 15209/16 and presided over by Sh. Sachin Jain ADJ-02, South West, Dwarka Courts Delhi). The First Party shall be entitled to withdraw all the said amounts and the Second Party shall not claim any right therein.

6. The parties to the present agreement will not claim any rent, damages, use and occupation charges, if any, received by either of them or by their parents or grand-mother, from any of the properties prior to the execution of the present Family Settlement.

7. The Parties undertake to execute all the necessary documents including making Applications to the Hon'ble Court to give proper effect to this settlement.

8. The parties undertake to sign, execute and register all necessary documents, if required, in-favour of each other, for transfer of properties in their respective names, in accordance with the present settlement. However, the expenses for such registration such as lawyer's fee, stamp duty, registration charges etc. shall be borne by the party in whose favour such documents are to be executed;



9. The Parties will file appropriate applications (for passing of consent decree or for withdrawal of the suits) as may be advised by their advocates/counsels, in order to get the existing litigation/cases disposed off, in view/terms of the present settlement;
10. The parties agreed not to enter into any further and/or any other litigation, except to give effect to the present Settlement:
11. By way of the oral family settlement dated 14.01.2022 which has been reduced in writing, the disputes, differences and respective claims by and between the parties stand fully and finally settled for all intents and purposes.
12. This settlement has been reduced into writing by the parties with their free will, mind and consent and without any pressure from anyone and they declare that the same shall be binding on them and their legal heirs, assigns and their respective executors.
13. Each party acknowledges that it has read this Memorandum of Settlement, has consulted legal counsel with respect to it, understood it, and agrees to be bound by its terms and conditions.”
7. The parties are present and also represented by their respective counsel and they agree to remain bound by the terms of settlement agreement.
8. In view of the fact the dispute stands amicably settled between the parties, nothing survives for adjudication in this appeal, which is disposed of.
9. Suit No. 12/2008 stands decreed in terms of the aforesaid memorandum of oral Family Settlement dated 14th January, 2022.



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

C. HARI SHANKAR, J

APRIL 11, 2022

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