



\$~4

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

+ **CS(OS) 10/2003**

ARATI BHARGAVA AND ANR.

.....Plaintiffs

Through: Mr. Mohit Chaudhary, Mr. Kunal Sachdeva, Ms. Vaishali Shukla, Advocates along with plaintiffs in person

versus

MADHUR BHARGAVA AND ORS.

.....Defendants

Through: Mr. Rajesh Yadav, Sr. Advocate with Ms. Ruchira V. Arora, Advocate Jobanmeet Singh and Mr. Jappanmeet Singh, Purchaser

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

%

27.11.2024

CS(OS) 10/2003

I.A. 41213/2024(under Order XXIII Rule 3 of CPC, 1908)

1. This is an application under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 for bringing on record the joint settlement deed dated 30.09.2024 ('Settlement Agreement') executed between the parties to the suit and decreeing of the present suit in terms of thereof.
2. Plaintiff nos. 1 and 2 as well as defendant nos. 1 and 2 are present in person in Court.
3. Mr. Jobanmeet Singh and Mr. Jappanmeet Singh are the prospective purchasers of the suit property. Under the Settlement Agreement parties



have agreed to perform obligations qua the said prospective purchasers.

3.1. Mr. Gaurav Sachdev, Advocate enters appearance on behalf of Mr. Jobanmeet Singh and Mr. Jappanmeet Singh. He states that he will file his *vakalatnama* within a period of one (1) week. Mr. Jobanmeet Singh is personally present in Court, whereas Mr. Jappanmeet Singh has joined the proceedings through Video Conferencing.

4. The parties to this suit and the prospective purchasers have been identified by their respective counsels.

5. Mr. Mohit Chaudhary, learned counsel for the plaintiff states that plaintiff nos. 1 and 2 are ready and willing to hand-over the peaceful and vacant possession of the first floor, second floor and the two (2) mezzanine floors of the property bearing no. E-15 and E-16, Nizamuddin (West), New Delhi ('suit property').

5.1. He states that the inspection of the first floor has been offered to the prospective purchasers, which floor has been vacated. He states that the prospective purchasers have satisfied themselves with respect to the existing condition of the vacant property and have agreed to accept the handover of the possession. He states that the keys for the first floor have been handed over to the prospective purchaser i.e., Mr. Joganmeet Singh, who is present in Court.

5.2. He states similarly inspection of second floor and two mezzanines floors have been offered to the defendants, which floors have been vacated. He states the defendants as well have satisfied themselves with the existing condition of the vacant property; and have agreed to accept the handover of the possession. He states that the keys for the second floor and two mezzanines floors have been handed over to the defendants.



5.3. He states that the plaintiffs are entitled to receive demand drafts from the prospective purchasers for a sum of Rs. 3.30 crores.

5.4. He states that the plaintiffs undertake to appear before the concerned Sub-Registrar today to execute the disclaimer deed in favour of the defendants. He states that the draft of disclaimer deed already stands approved between the parties.

5.5. He states that Ms. Nur Laiq had visited India during Diwali and her No Objection Certificate ('NOC') duly notarized in India will be filed with the Registry during the course of the day. He states that the original of the NOC has already been handed over to defendants during the course of the hearing.

6. Mr. Gaurav Sachdev, learned counsel appearing on behalf of Mr. Jobanmeet Singh and Mr. Jappanmeet Singh ('prospective purchasers') states that Mr. Jobanmeet Singh has brought to Court, seven (7) demand drafts of Rs. 3,26,70,000/- as per the instructions of the plaintiffs.

6.1. He states that the TDS for a sum of Rs. 3,30,000/- has been deducted and TDS be deposited to the credit of plaintiff no. 1 within one (1) week. He states that the appropriate TDS certificate will be handed over within two (2) weeks.

6.2. He confirms the submissions of the counsel for the plaintiff qua inspection of the first floor.

6.3. He states that the prospective purchasers will facilitate registration of the disclaimer deed by the plaintiffs before the concerned Sub-Registrar.

7. This Court notes that the seven demand drafts have been handed over to the plaintiffs during the course of hearing and plaintiffs have satisfied themselves. The counsel for the plaintiff is directed to file a copy of the



seven drafts under cover of an index within one (1) week.

8. Mr. Rajesh Yadav, learned senior counsel for the defendants' states that defendants are also entitled to receive a sum of Rs. 2 crores from the prospective purchasers. He confirms the submissions of the counsel for the plaintiff qua inspection of the second floor and mezzanine floors.

8.1. He states that the prospective purchasers have handed over 6 drafts for a sum of Rs. 2 crores in favour of the defendants.

8.2. He states that defendants as well will execute the Agreement to Sell ('ATS') in favour of the prospective purchasers in terms of the clause A (ii) of the Joint Settlement Deed dated 30.09.2024 ('the Settlement Deed').

9. The defendants are directed to file on record the copies of the bank drafts received from the prospective purchasers within one (1) week.

10. Learned counsel for the parties' state that in addition, to what has been recorded above, the only remaining obligations between the parties is to withdraw the inter-se legal proceedings set out at paragraph 6 (iii) of the Settlement Deed. They state that parties undertake to withdraw the inter-se proceedings as undertaken in the Settlement Deed. They pray that the present suit be disposed of and decreed in terms of the Settlement Deed.

11. This Court has perused the terms of the Joint Settlement Deed, which is hereby marked as **Ex. C-1**. This Court is satisfied that the Settlement Deed is lawful and there is no impediment in decreeing the suit in terms thereof. The statements and undertakings of the parties is taken on record and the parties are bound down to the same.

12. Accordingly, the application is allowed and the suit is decreed in terms of the Joint Settlement Deed dated 30.09.2024-**Ex. C-1** executed between the parties. The Registry is directed to draw up a decree in terms



thereof.

13. Pending applications stand disposed of.

14. All future dates stand cancelled.

15. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

NOVEMBER 27, 2024/rhc