



2024 : DHC : 699



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **RSA 80/2021****MANOHAR TALREJA**

.... Appellant

Through: Mr. Mohit Bhandari and Mr.
Bharat Monga, Advs.

versus

MAHESH TALREJA

.... Respondent

Through: Mr. Neeraj Jain, Advocate

CORAM:**HON'BLE MR. JUSTICE C. HARI SHANKAR****ORDER (ORAL)****30.01.2024**

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RSA 80/2021

1. The disputes between the parties stand settled through the intervention of the Delhi High Court Mediation and Conciliation Centre. Settlement Agreement dated 27 October 2022 is on record. The terms of settlement read thus:

“1. The **FIRST PARTY** has agreed to pay and the **SECOND PARTY** has agreed to accept a sum of Rs. 1,50,00,000/- (**Rupees One Crore Fifty Lakh Only**) towards full and final settlement of all their respective claims.

2. The **SECOND PARTY** has agreed to handover the physical and vacant possession of the Suit Property to the **FIRST PARTY** on or before 10.01.2023.

3. The Parties have agreed that out of the agreed total amount of Rs.1,50,00,000/-, (**Rupees One Crore Fifty Lakh Only**) the **FIRST PARTY** shall pay to the **SECOND PARTY** a sum of Rs.1,00,000/- (**Rupees One Lakh Only**) as a token amount at the time of handing over peaceful vacant possession of Suit Property No. IX/2254, Gali No.10, Kailash Nagar, Delhi-

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110031 by the **SECOND PARTY** to the **FIRST PARTY**. On receipt of the agreed token amount of Rs.1,00,000/- (**Rupees One Lakh Only**) from the **FIRST PARTY** to the **SECOND PARTY** and handing over the peaceful vacant possession of the Suit Property by the **SECOND PARTY** to the **FIRST PARTY**, the following post dated cheques in the name of the **SECOND PARTY** in lieu of the present settlement shall also be handed over to the persons named hereinbelow:

- a. Cheque bearing No. **000021** for **Rs.40,00,000/-** dated 10.01.2024 drawn on Bandhan Bank, Ghaziabad Branch in the name of **SH. MANOHAR TALREJA**.
- b. Cheque Bearing No. **000022** for **Rs.35,00,000/-** dated 10.01.2024 drawn on Bandhan Bank, Ghaziabad Branch in the name of **SH. MANOHAR TALREJA**.
- c. Cheque Bearing No. 000023 for **Rs.40,00,000/-** dated 15.10.2023 drawn on Bandhan Bank, Ghaziabad Branch in the name of **SH. MANOHAR TALREJA**.
- d. Cheque Bearing No. **000024** for **Rs.34,00,000/-** dated 15.10.2023 drawn on Bandhan Bank, Ghaziabad Branch in the name of **SH. MANOHAR TALREJA**.

The aforementioned Postdated cheques at clause (b) and (c) shall be handed over by the **FIRST PARTY** to his counsel Sh. Neeraj Jain Advocate, Lawyers' Chamber No.195, Western Wing, Tis Hazari Courts, Delhi 110054 Mobile: 9868503030 and aforementioned Postdated cheques at clause (a) and (d) shall be handed over by the **FIRST PARTY** to the counsel of the **SECOND PARTY** Sh. Mohit Bhandari Advocate, Chamber No.22, Patiala House Courts New Delhi 110001, Mobile: 9990066691 at the time of handing over peaceful vacant possession of the Suit Property bearing No. IX/ 2254, Gali No.10, Kailash Nagar, Delhi-110031 by the **SECOND PARTY** to the **FIRST PARTY**.

4. That **FIRST PARTY** shall request the Hon'ble court in the Execution Petition case bearing EX. No. 390 of 2021, titled "**MAHESH TALREJA VS. MANOHAR TALREJA**", against the **SECOND PARTY** on the next date of hearing i.e. 02.12.2022 which is listed before Ld. Administrative Civil Judge, Sh. Mayank Mittal, East district, Karkardooma Court, Delhi to adjourn the hearing of the said petition to some other date after 15.05.2023 for the compliance of terms of the present

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Settlement Agreement and shall submit a copy of the present Settlement Agreement to the said Hon'ble Court.

5. That **SECOND PARTY** shall request in the present Regular Second Appeal bearing RSA No. 80 of 2021 titled "**MANOHAR TALREJA VS MAHESH TALREJA**" on the next date of hearing i.e. 13.02.2023 listed before the Hon'ble High court of Delhi to adjourn the hearing of the said appeal to some other date after 15.05.2023 for the compliance of terms of the present Settlement Agreement and shall also file the copy of the present Settlement Agreement in the Hon'ble High Court of Delhi.

6. Both the Parties agree that they have a share in the property bearing No. 2311, Gali No.11, Kailash Nagar, Delhi-110031. It is also agreed between the Parties that within one month of signing the present Settlement Agreement, the Second Party himself or through his Power of Attorney Holder shall transfer his share in the property bearing No. 2311, Gali No.11, Kailash Nagar, Delhi- 110031 in favor of the **First Party** by way of a registered gift deed. The expenses for the same including stamp duty for execution of the Gift deed shall be borne by the **FIRST PARTY**. The **SECOND PARTY** shall cooperate fully in every manner in this regard.

7. The **FIRST PARTY** agrees and undertakes to sell the Suit Property by 15.05.2023 and pay to the **SECOND PARTY** the remaining amount of Rs. 1,49,00,000/-, (Rupees One Crore Forty Nine Lakh Only) within one month from the sale proceeds of the Suit Property bearing IX/ 2254, Gali No.10, Kailash Nagar, Delhi-110031. On receipt of the entire amount of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakh Only) from the **FIRST PARTY**, both Sh. Neeraj Jain Advocate and Sh. Mohit Bhandari Advocate shall return the abovementioned Postdated cheques to the **FIRST PARTY**. If the Total amount of Rs. 1,49,00,000/- (Rupees One Crore Forty Nine Lakh Only) is not paid by the **FIRST PARTY** as per the terms of the present Settlement Agreement, then the counsels shall handover the abovementioned cheques on their respective dates to the **SECOND PARTY** or its attorney holder, if any.

8. Admittedly, the **SECOND PARTY** is in physical possession of the Suit Property bearing IX/ 2254, Gali No.10, Kailash Nagar, Delhi-110031. It is hereby agreed between both the Parties that the **SECOND PARTY** shall vacate the suit property in lieu of the present settlement on or before 10th January, 2023 and shall hand over the actual physical vacant

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possession of the said property to the **FIRST PARTY**.

9. The **SECOND PARTY**, on receipt of the total agreed amount of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs Only) shall not claim or have any right, title or interest in the suit property and shall not claim any further amount in any manner whatsoever against the **FIRST PARTY** subject to compliance of the terms of the present Settlement Agreement.

10. The Hon'ble High Court of Delhi vide its order dated 23.12.2021 has directed the **SECOND PARTY** to pay a monthly sum of Rs.18,000/- (Rupees Eighteen Thousand Only) as use and occupation charges by 10th of every month, with effect from 1 January, 2022 along with Rs. 3,00,000/- (Rupees Three Lakhs Only) as lump sum amount to the **FIRST PARTY**. The **SECOND PARTY** has paid the sum of Rs. 3,00,000/- (Rupees Three Lakhs Only) as per the directions of the Hon'ble Court in the order dated 23.12.2021. It is hereby agreed between both the Parties that the **SECOND PARTY** shall continue to pay the occupation charges to the **FIRST PARTY** till the time the **SECOND PARTY** hands over peaceful vacant possession of property No. IX/2254, Gali No. 10, Kailash Nagar, Delhi-110031 to the **FIRST PARTY**.

11. That both the Parties hereby reiterate that the present Settlement Agreement between the parties is being arrived at and executed with their free consent and both the parties have neither been induced nor unduly influenced nor have been made to act under coercion or duress.

12. The Parties agree that the present Settlement Agreement constitutes the entire agreement between the Parties and there are no promises or representations, oral or written, express or implied other than those contained in this Settlement Agreement;

13. The Parties agree that if there is any breach/default by either of the Parties in fulfilling any of the conditions mentioned in the present Settlement Agreement then both the Parties shall be free to take recourse to all remedies to initiate/ take against each other as per due process of law and the aggrieved party shall also be at to revive the proceedings, if already closed, as per law.

14. Both the Parties agree that no amendment, deletion, addition or other changes in any provision of this Deed or waiver of any right or remedy, herein provided, will be effective unless specifically set forth in writing signed by the Parties to be bound thereby. No dispute whatsoever shall further remain between the



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Parties after implementation of the terms of the present Settlement Agreement.

15. Both the Parties state that they have gone through the terms of the present Settlement Agreement and have confirmed and verified the same to be correct and that they have agreed to settle the disputes without any threat, pressure, coercion or undue influence from any person. Both the Parties undertake to abide by the above agreed terms and conditions. The Parties further state that they have entered into the present Settlement Agreement after consultation with their legal advisors and have understood the terms of the Settlement clearly.”

2. Be it noted that, in the Settlement Agreement, the respondent Mahesh Talreja is referred to as the “first party” and the appellant Manohar Talreja is referred to as the “second party”.

3. The terms of settlement have been perused and found to be legal and in order.

4. Parties are represented by learned Counsel who undertake on behalf of their respective clients to remain bound by the terms of settlement.

5. In view of the aforesaid, nothing survives for adjudication in the appeal,

6. Mr. Mohit Bhandari, learned Counsel for the petitioner submits, therefore, that the appeal may be disposed in terms of the Settlement Agreement dated 27 October 2022.

7. It is ordered accordingly.

CM APPL. 40936/2021 (stay)

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8. The application does not survive for consideration and is disposed of.

C.HARI SHANKAR, J

JANUARY 30, 2024

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Click here to check corrigendum, if any