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

+ **CS(OS) 1106/2014**

ANIL NARANG

.....Plaintiff

Through: Ms. Manpreet Kaur, Advocate
alongwith plaintiff in person

versus

KABERI CHAUDHURI & ORS

.....Defendants

Through: Ms. Savita Malhotra and Ms. Suman
Malhotra, Advocates for Defendant
Nos. 1 and 3 alongwith defendant
nos. 1 and 3 in person

CORAM:

HON'BLE MS. JUSTICE SWARANA KANTA SHARMA

ORDER

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11.12.2024

I.A. 47674/2024

1. The present application under Order XXIII Rules 1 and 3 read with Section 151 of the Code of Civil Procedure, 1908 (hereafter 'CPC') has been filed jointly on behalf of the parties, seeking following prayers:

- "a) declare that the Plaintiff is absolute owner of 2/3rd undivided share of the Defendants in the property bearing House No. 241, Block-B, Chitranjan Park, New Delhi-110019 measuring 160 sq. yards; and/or
- b) draw the decree of specific performance in favour of the Plaintiff, Navneet Dawar and/or their nominee and against the Defendants qua the sale of 2/3rd undivided share of the Defendants in the property bearing House No. 241, Block-B, Chitranjan Park, New Delhi-110019 measuring 160 sq. yards in terms of the compromise deed dated 03.12.2024 drawn between the parties;



- c) Permit the Defendants to withdraw their counter claim bearing No. 74/2014 pending before this Hon'ble Court in terms of the compromise deed dated 03.12.2024 drawn between the parties.”

2. The learned counsel appearing for the parties submit that the matter has been amicably settled, and the terms of settlement have been recorded in in the Compromise Deed dated 03.12.2024. The terms of the said Compromise Deed are set out below:

- “1. It is amicably agreed between the parties that they will move a joint application under order 23 (3) of CPC in the civil suit bearing no. CS (OS) No. 1106/2014 and counter claim bearing no. 74/2014 for passing a compromise degree on the terms agreed hereinafter.
2. That the First Party has agreed to pay a revised sum of Rs. 2,60,00,000/- (Rupees Two Crore Sixty Lakh only) instead of the remaining amount Rs, 2,40,00,000/- (Rupees Two Crore Forty Lakh only) towards the balance sale consideration to the Second Party i.e. Rs.1,30,00,000/- each to Mrs. Kaberi Chaudhuri and Ms. Moumita Monda!. in the following manner:-
 - a. It is agreed between the parties that an amount of Rs. 65,00,000/- each (i.e., 50% of the remaining consideration) will be paid to Mrs. Kaberi Chaudhuri and Ms. Moumita Monda! i.e., the second party out of the remaining Sale consideration i.e., 2 crore 60 lakhs rupees by the first party at the time of adjudication/passing of order on the application file under order 23 (3) of CPC in the civil suit bearing no. CS (OS) NO. 1106/2014 and counter claim bearing no. 74/2014 before the Hon'ble High court of Delhi.
 - b. That immediately after getting the compromise deed from the Hon'ble High Court on the application file under order 23 (3) of CPC in the civil suit bearing no. CS (OS) NO. 1106/2014 and counter claim bearing no. 74/2014 the second party shall apply for Low Tax Deduction certificate and shall provide the same to the



First party.

- c. The first party shall pay the balance amount of Rs. 65,00,000/- each to Mrs. Kaberi Chaudhuri and Ms. Moumita Mondal i.e. , the second party out of the remaining Sale consideration i.e., 2 crore 60 lakhs rupees when the second party will give the Low Tax Deduction certificate to the First Party so that the parties can get benefit of Income Tax and if the second party fails to give the Low Tax Deduction certificate then the First Party will pay the balance amount after deducting the prevailing TDS amount of the entire Sale consideration. That the Second Party shall handover all original title document to the First Party.
 - d. That this deed of Compromise shall be deemed to be completely executed upon payment of entire remaining Sale Consideration of Rs. 2,60,00,000/- subject to applicable taxes by First Party to Second Party. If the First Party fails to pay the remaining sale consideration to the Second Party after making 50% payment at the time of consideration of application for recording compromise, the compromise shall become null and First Party fails to pay the remaining sale consideration to the Second Party after making 50% payment at the time of consideration of application for recording compromise, the compromise shall become null and void and the Decree granted in favour of First Party will be liable to be set aside.
 - e. That the second party shall also execute all desired Documents by the First Party for e.g. Memorandum of Understanding, receipt, Symbolic Possession letter, general Power of attorney, Special power of attorney, Indemnity Bond Affidavit, will etc. in the name of the first party and Mr. Navneet Dawar or their nominee to transfer their 2/Yd share in the Suit Property. That all the desired documents by the First Party for e.g. Metnorandum of Understanding, receipt, Sytnbolic Possession letter, general Power of attorney, Special power of attorney, Indemnity Bond Affidavit, will .
3. That the second party through their attorney (having been got executed by First Party to his satisfaction) shall apply



for the freehold before the L&DO and shall also provide all necessary documents and deeds to transfer the property from Leasehold to freehold to the First Party and through said attorney First Party shall also get Sale deed executed in favour of the First party and Mr. Navneet Dawar jointly. First Party shall -neither call nor insist upon presence of Second party for execution of Sale Deed or any other Document upon fulfilment of terms of this Compromise Deed.

4. It is amicably agreed between the parties that the Sale deed as well as all the other documents mentioned in para 2 (c) shall be executed by the Second party in favour of First Party and Mr. Navneet Dawar jointly or any other nominee appointed by the First Party and Mr. Navneet First Party on "as is where is" basis and the First Party shall thereby become the absolute owner of 2/3rd share of the Second party in the Suit Property.
6. That since the First Party is in absolute possession of the suit property including the share of the Second Party, the First Party shall be liable to bear all dues of property tax, electricity bills, water bills or any other bill or payment of the statutory dues etc. (if any).
7. That the Second Party has further agreed that upon the receipt of the balance sale consideration, a suit filed by First Party will be decreed in his favour declaring that First Party to be the absolute owner of 2/3 share of the Second Party in the suit property and Second Party will not be left with any right, title or interest in the suit property. Second Party will not object to the First Party's suit being decreed in pursuance of this Compromise Deed and for directions being passed for execution of title documents by Attorney of Second Party in favour of First Party along with Mr. Navneet Dawar jointly or severally and/or their nominee.
8. That upon receipt of the balance sale consideration from the First Party by the Second Party, the Second Party shall be left with no right, title or interest in the suit property.
9. That upon receipt of the balance sale consideration from the First Party by the Second Party, the First Party shall be entitled to do all acts and deeds necessary before L&DO,



being the lessor of the said property in all respects. The First Party shall bear and incur all expenses required to be remitted to L&DO for effecting the transfer of the share of the Second Party in favour of the First Party or in the name of any other person duly authorized by the First Party.

10. That upon receipt of the balance sale consideration from the First Party by the Second Party, the First Party shall be entitled to use the suit property as an absolute owner thereof including getting his name mutated in the municipal records and other concerned authorities.
11. That upon receipt of the balance sale consideration from the First Party by the Second Party, the First Party shall be entitled to get sale deed executed in his favour or in favour of his nominee and the expenses of the same shall be borne by the First Party.
12. That the First Party shall bear all expenses viz. Stamp duty, registration fee or any other legal charges in respect of the execution of the sale deed for the share of the Second party in the suit property.
13. That in terms of this compromise, the suit of the First Party will be decreed. The Second Party shall withdraw their counter claim.
14. That the parties to this Compromise deed have voluntarily signed this compromise deed without any force, fraud, undue influence or coercion from any corner whatsoever recognizing the compromise deed and Second Party do hereby affirm and declare that they shall not make any claim qua their share in the suit property at any time against the terms settled herein.
15. The Second Party has further assured the First Party that their share in the Suit Property is free from all kinds of encumbrances, will, mortgage, lease, loan, sale, gifts, liens, court decrees, court injunctions, attachment or any other family dispute whatsoever. Furthermore, that upon receipt of the amount mentioned in para 1 of the present Settlement Deed from the First Party by the Second Party, the Second Party shall be left with no right, title or interest in the Suit Property.
16. The parties hereto declare that they have taken the



independent legal advice and have understood the true purport meaning and effect of this deed.

17. This compromise deed shall be binding on both the parties and in case of breach of any terms of the condition of the MOU, the parties will be liable for contempt of court of law.
18. That both the parties upon signing this compromise deed in order to give effect to the terms contained herein shall if so required, sign and execute all other necessary documents and make statements wherever necessary so that the ownership rights of the Second Party stand relinquished/ released in favour of First Party.
19. The parties include their respective heirs and successors.
20. Three copies this Compromise Deed have been executed by the Parties in Original. Each Party shall retain One Copy and one Original copy shall be filed before the Hon'ble High Court of Delhi along with the application."

3. The learned counsel for defendant nos. 1 and 3 alongwith defendant nos. 1 and 3 are present in Court. The learned counsel also states that defendant no. 2, unfortunately, passed away during the pendency of the present suit.

4. The Compromise Deed as well as the present application bears the signature of the plaintiff, defendant no. 1 and 3, and their counsels.

5. This Court is also informed that in terms of the Compromise Deed, four demand drafts of Rs. 32,50,000/- each, bearing nos. 712916, 031544, 031545 and 712919, have been handed over to defendant nos. 1 and 3, by the plaintiff, in the Court today. Copies of the said demand drafts have been taken on record by this Court.

6. The parties have undertaken that they shall remain bound by the terms of the compromise.



7. As such, nothing survives for adjudication in the suit. The suit stands decreed as per the aforesaid terms of Compromise Deed and this application. The present application shall form a part of the decree.
8. Let a decree sheet be drawn up accordingly.
9. Accordingly, the present application stands allowed.

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10. In view of the order passed in I.A. 47674/2024, the present suit is disposed of, along with all pending applications.
11. The order be uploaded on the website forthwith.

SWARANA KANTA SHARMA, J

DECEMBER 11, 2024/ns

Click here to check corrigendum, if any