



2024:DHC:9330



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% ***Date of decision: 27th November, 2024***+ **C.R.P. 291/2024, CM APPL. 58593/2024 (stay)**

SH. MAMRAJ & ORS.

.....Petitioners

Through: Mr. Rakesh Kr. Khanna, Senior
Advocate with Mr. Rajbir Bansal,
Advocate.

versus

SH. PURAN KUMAR CHUGH & ORS.

.....Respondents

Through: Mr. I.S. Dubey, Advocate for R1 to
R3.**CORAM:****HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA****J U D G M E N T (oral)****C.R.P. 291/2024**

1. A Revision Petition under Section 115 read with Section 151 of the *Code of Civil Procedure, 1908* ('CPC' hereinafter) has been filed on behalf of the Petitioners against the Order dated 26.09.2024 *vide* which the Application under Order 26 Rule 9 CPC and the Application under Section 151 CPC, filed by the Applicant/Respondent No. 3, have been allowed.

2. *Briefly stated*, the parties had entered into a mediated Settlement dated 07.03.2024 whereby it was agreed that Mr. Rajan Seth, shall deposit Rs. 5 Crores towards the total sale consideration of the Suit Property on 07.05.2024. The terms of the Settlement were recorded in detail and were agreed by the parties.

3. *Learned Senior Counsel on behalf of the Revisionist*, submits that as per the terms of the mediated Settlement, the Party No. 1, Mr. Puran Kumar



2024:DHC:9330



Chugh and Party No. 3, Mr. Rajan Seth, recorded that they had already verified the ownership of the property with Party No. 2 (seven persons in respect of the Suit Property) and had also verified about the location and demarcation of the Suit Property on the spot with the help of Revenue Officer and were fully satisfied about the ownership and location of the land in question. They undertook that none of them shall raise any Objection in future regarding the ownership of the property with Party No. 2, in respect of the Suit Property on the spot. However, despite the identity of the Property and the ownership having been satisfied by the Respondents, they moved an Application under Order 26 Rule 9 CPC seeking fresh demarcation of the Suit Property, which unfortunately with the consent of the learned counsel for the Revisionist, was allowed and the demarcation has been directed to be carried out afresh.

4. It is submitted by the Ld. Senior Advocate on behalf of the Revisionist that the counsel who represented the Revisionist before the learned Court, unfortunately got joined hand with the opposite party and has wrongly given the consent when the same was not required or warranted in the light of the express terms of the mediated Settlement.

5. It is further submitted that the Application under Section 151 CPC filed by Mr. Rajan Seth, for staying the deposit of the balance sale consideration of Rs.3.5 Crores, has also been erroneously allowed by recording the consent of the learned Counsel on behalf of the Revisionist, which again was fraudulent and pursuant to his joining with the Respondent.

6. Learned Senior Advocate has thus, submitted that though the impugned Order is apparently a Consent Order but is on account of fraud committed by the erstwhile Counsel for the Revisionist and therefore, may



2024:DHC:9330



be set-aside.

7. *Learned counsel on behalf of the Respondent*, has opposed the Revision Petition and has claimed that it was a consent Order, which is not amenable to any subsequent challenge. In addition to Rs.1.5 Crore, another amount of Rs.1.75 Crores, has been paid to the Revisionist. It is submitted that there is no *mala fide* on the part of the Respondent, who is still willing to abide by the terms of the Settlement.

8. **Submissions heard.**

9. It has been mentioned in detail in the *Reply* on behalf of the Respondents that due to subsequent events, a doubt has arisen about the correct demarcation, identification of the Suit Property. Even though, in the Settlement Agreement, it was recorded that the property stands duly demarcated. Its demarcation would not cause any prejudice to the either party; rather it would facilitate the implementation of the Settlement Agreement. Therefore, the Application under Order 26 Rule 9 CPC, does not merit any interference.

10. Insofar as, the stay of deposit of balance amount granted under Section 151 CPC, considering that it is the mediated Settlement and the Respondents are agreeable to abide by the terms of the Settlement, the Respondents are directed to deposit the balance amount of Rs.3.5 Crores in the Court within one month. However, the final release of the Sale Consideration shall be subject to any payment which the Respondent is able to show, has already been made to the Revisionist.

11. Both the parties submit that they may be referred again to the Mediation Centre. They are at liberty to make this request before the learned District Judge, who may do the needful.



2024:DHC:9330



12. Learned District Judge may also proceed further, in terms of the accepted mediated Settlement between the parties.

13. The Revision Petition is hereby disposed of along with the pending Application.

(NEENA BANSAL KRISHNA)
JUDGE

NOVEMBER 27, 2024/RS