



2024:DHC:9704



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

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Date of Decision: 16.12.2024+ **RFA 891/2024, CM APPL. 73718/2024, 73720/2024, 73719/2024 & 73717/2024**

YAMA MERAJUDDIN

.....Appellant

Through: Mr. Bhaskar Upadhaya, Advocate

versus

USHA RATHI & ANR.

.....Respondents

Through: Mr. Anirudh Sharma, Advocate for R1

CORAM: JUSTICE GIRISH KATHPALIA**J U D G M E N T (ORAL)**

1. The appellant/tenant has assailed compromise decree which was passed on the basis of mediation settlement. By way of the impugned compromise decree, the appellant had to handover possession of the tenanted premises bearing no 253, Munirka Village, New Delhi on 05.09.2024 to the present respondent no. 1, who, in turn had to pay a total amount of Rs. 4,50,000/- to the appellant; besides that, the parties had also agreed that the appellant would pay a sum of Rs. 15,000/- per month to respondent no. 1 till delivery of possession of the tenanted premises. On the basis of advance intimation, respondent no. 1 has entered appearance through counsel. I have heard both sides.

RFA 891/2024

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by one month i.e. till 05.10.2024. The learned Trial Court passed consent decree on the basis of mediation settlement. Hence, the present appeal.

4. In view of Section 96(3) CPC, the present appeal is clearly not maintainable. Besides, it is nobody's case that the settlement was arrived at fraudulently. Most importantly, even the period of three months to vacate the subject property has clearly expired, so there is no justification for the appellant to continue to be in possession of the subject property. As regards the money which the respondent no. 1 had to pay, learned counsel for respondent no. 1 undertakes to deposit the same before the execution court on the date already fixed i.e. 23.12.2024.

5. So far as the solitary plea of appellant qua maintainability of the suit in view of bar under Section 50 of the Delhi Rent Control Act, suffice it to record that the unchallenged registered rent deed dated 18.09.2017 clearly stipulates the rate of rent to be Rs. 45,000/- per month.

6. The appeal is not just not maintainable, rather it is totally frivolous, so dismissed with costs of Rs. 20,000/- out of which Rs. 10,000/- shall be paid to respondent no. 1 and the balance shall be deposited with DHCLSC within one week. Accompanying applications also stand dismissed.

**GIRISH
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GIRISH KATHPALIA, J.

DECEMBER 16, 2024/as

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