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\$~232 and 235

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

+ **CONT.CAS(C) 1457/2023 and CM APPL. 5422/2024**

ROMITA SUKHIJA Petitioner

Through: Mr. Murari Tiwari and Ms. Ambika Singh, Advs. with petitioner in person

versus

SHRI GURUCHARAN SINGH SACHAR Respondent

Through: Mr. Hemant Malhotra, Adv. with Respondent in person

Mr. Ankit Jain, Mr. Aditya Chauhan, Ms. Tanisha Gopal and Ms. Apurva Tyagi, Advs. for R-1(ii) & (iii)

+ **RFA 383/2013 and CM APPL. 5212/2024**

SMT ROMITA SUKHIJA Appellant

Through: Mr. Murari Tiwari and Ms. Ambika Singh, Advs. with appellant in person

versus

SHRI GURCHARAN SINGH SACHAR ORS. Respondents

Through: Mr. Hemant Malhotra, Adv. with Respondent 1 in person

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (ORAL)

30.01.2024

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1. The disputes between the parties stand settled. CM APPL. 5212/2024 has been filed by the parties in RFA 383/2013 as a joint



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application for disposal of these proceedings in accordance with the terms of settlement. The Settlement Deed dated 25 January 2024 has also been filed with the application. In the Settlement Deed, the terms of the settlement read thus:

“NOW THIS DEED WITNESSETH AS UNDER:

1. That it is agreed and settled between the parties the FIRST PARTY shall withdraw all her claims in respect of the property bearing no. 1/17, Tilak Nagar, New Delhi-110018 and shall withdraw the pending regular first Appeal being RFA No. 383/2013 titled as Smt. Romita Sukhija Vs. Sh. Gurcharan Singh Sachar and also the contempt petition being CONT CAS. (C) No. 1457/2023 titled as Smt. Romita Sukhija Vs. Sh. Gurcharan Singh Sachar presently pending before the Hon'ble Delhi High Court and fixed for hearing on 05/02/2024.

2. That the SECOND PARTY appreciating the aforesaid gesture/offer of the FIRST PARTY and keeping in view her close family relation with the FIRST PARTY, out of natural love, affection and regard for the FIRST PARTY agrees to pay to her a sum of Rs. 66,00,000/- (Rupees Sixty Six Lakhs Only) as gift. This sum shall be in addition to the amount of Rs.16,00,000/- (Rupees Sixteen Lakhs Only) already received by the FIRST PARTY from the SECOND PARTY through Cheque No. 236193 dated 24/07/2019 and Cheque No. 236194 dated 25/07/2019 for Rs. 8,00,000/- (Rupees Eight Lakhs Only) each, both drawn on Punjab National Bank, Tilak Nagar Branch, New Delhi, in favour of the FIRST PARTY which shall also be treated as gift to the FIRST PARTY by the SECOND PARTY out of natural love, affection and regard.

3. That it is agreed between the parties that the entire settlement amount of Rs. 66,00,000/- (Rupees Sixty Six Lakhs Only) shall be paid by the SECOND PARTY to the FIRST PARTY before the Hon'ble Delhi High Court at the time of withdrawal of RFA No. 383/2013 titled as Smt. Romita Sukhija Vs. Sh. Gurcharan Singh Sachar & Others and also the contempt petition being CONT CAS. (C) No. 1457/2023 titled as



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Smt. Romita Sukhija Vs. Sh. Gurcharan Singh Sachar
presently pending before the Hon'ble Delhi High Court
and fixed for hearing on 05/02/2024.

4. That as per the mutually agreed terms and conditions, at the time of signing of the present MOU and applications for withdrawal of the aforesaid cases filed by the FIRST PARTY, the SECOND PARTY has handed over to the FIRST PARTY photocopies of the following Demand Drafts (8 Nos.) for the total sum of Rs. 66,00,000/- (Rupees Sixty Six Lakhs Only) all issued by Punjab National Bank, Tilak Nagar Branch, New Delhi in favour of the FIRST PARTY: -

S.NO. DEMAND

	DRAFT NO.	DATED	AMOUNT
(i)	XAG 621009	23/01/2024	Rs.8,00,000/-
(ii)	XAG 621010	23/01/2024	Rs.8,00,000/-
(iii)	XAG 621011	23/01/2024	Rs.8,00,000/-
(iv)	XAG 621012	23/01/2024	Rs.8,00,000/-
(v)	XAG 621013	23/01/2024	Rs.8,00,000/-
(vi)	XAG 621014	23/01/2024	Rs.8,00,000/-
(vii)	XAG 621015	23/01/2024	Rs.9,00,000/-
(viii)	XAG 621016	23/01/2024	Rs.9,00,000/-

TOTAL: Rs. 66,00,000/-

The SECOND PARTY undertakes to hand over to the FIRST PARTY the aforementioned original Demand Drafts in the court at the time of recording of the settlement between the parties and withdrawal of both the pending court cases, the details of which have been mentioned in the foregoing paragraphs. This settlement is subject to realization of the aforesaid Demand Drafts in favour of the FIRST PARTY upon their presentation to be made by the FIRST PARTY within their validity period.

5. That it is also agreed between the parties that the amount of Rs. 1,00,000/- (Rupees One Lakh Only) deposited by the SECOND PARTY before the Id. Trial Court on 27/04/2013 in shape of a Pay Order bearing no. 269315 dated 27.04.2013 issued by Punjab National Bank, Tilak Nagar Branch, New Delhi in favour of the FIRST PARTY, in pursuance of the judgment and



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Decree dated 18/04/2013 passed by the Id. Court of Sh. Virender Kumar Bansal ADJ-06/CENTRAL/THC, Delhi in CS No. 367/2011 titled as Smt. Romita Sukhija Vs. Sh. Gurcharan Singh Sachar & Others, shall belong to the FIRST PARTY along with the interest charges, if any, accrued thereon and she shall be entitled to withdraw and receive the same to which the SECOND PARTY shall have no objection or claim.

6. That in addition to the above, the SECOND PARTY also agrees that he shall give requisite no-objections in favour of the FIRST PARTY and/or her husband Sh. S.C. Sukhija, in respect of the shares held by them in the names of the parents of the parties hereto, namely Sh. Khairati Lal Sachar @ Sh. K.L. Sachar and Smt. Leelawanti Sachar @ Smt Leelawanti, for their transfer in the favour of the FIRST PARTY and/ or her husband-Sh. S.C. Sukhija. The details of such Shares are duly mentioned in the Annexure-1 to this MOU/Settlement Agreement It is also agreed and undertaken by the FIRST PARTY that she/her husband shall handover the shares held by them in the name of the SECOND PARTY, for which, if required, the FIRST PARTY /her husband shall give requisite no objections in favour of the SECOND PARTY. It is agreed between the parties that the requisite no-objections shall be given in this behalf by the concerned party in favour of the other party at the time of signing of the present MOU /Settlement Agreement. It is further agreed that both the parties shall also sign any other requisite forms etc., in favour of the other party, as may be required by the concerned company for transfer /inclusion of the said shares in the concerned Demat Account. It is also agreed and understood that both the parties shall make their best endeavour to complete this exercise latest by 31/03/2024.

7. That it is agreed between the parties that after the signing of this Memorandum of Understanding/Settlement Agreement between the parties, both the parties shall jointly approach the Hon'ble Court, by means of appropriate applications, for placing on the court records the present settlement/MOU with their undertakings to abide by the terms and conditions thereof and requests for withdrawal/disposal of the matters as settled/not pressed.



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8. That the parties named above hereby expressly confirm and declare that they have no claims against each other of whatsoever nature and the amount being paid by the SECOND PARTY to the FIRST PARTY, in terms of this MOU is in full and final settlement all claims of the FIRST PARTY against the SECOND PARTY and Vice Versa.

9. That the FIRST PARTY hereby further expressly confirms and declare that SECOND PARTY is the sole and absolute owner of the property bearing no. 1/17, Tilak Nagar, New Delhi-110018, in terms of the various documents execute in his favour by the parents of the parties, the details of which have been duly mentioned in the foregoing paragraphs of the present MOU.

10. That the parties named above hereby also expressly declare that they have entered into the present settlement out of their own free will without any pressure, undue influence or coercion etc., after duly understanding all the terms and conditions contained herein and their legal implications and consequences thereof.

11. That this Memorandum of Understanding/ Settlement Agreement has been made and signed in two sets and both the parties shall keep one set each for further necessary action, if any.”

2. The parties are represented by learned Counsel, who undertake on their behalf that the parties shall remain bound by the terms of the settlement.

3. Demand draft for a total sum of ₹ 66 lakhs in accordance with para 4 of the Settlement has also been handed over to the appellant, who is present in Court in person by the learned Counsel for the respondents.

4. In view thereof, the disputes do not survive for consideration.



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5. The appeal and the Contempt Petition, therefore, stand disposed of in view of the aforesaid Settlement Deed dated 25 January 2024, by which the parties shall remain bound.
6. The terms of settlement have been perused and found to be legal and in order.
7. The date already fixed i.e. 5 February 2024 is cancelled.
8. Miscellaneous applications do not survive for consideration and stand disposed of.

C.HARI SHANKAR, J

JANUARY 30, 2024

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Click here to check corrigendum, if any