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IN THE HIGH COURT OF DELHI AT NEW DELHI

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RFA(OS) 20/2018

HOTZ INDUSTRIES LIMITED

.....Appellant

Through: Mr.Ankur Mahindro with Mr.Rohan
Taneja, Ms.Vishali, Advs.

versus

DR RAVI SINGH (SINCE DECEASED) THR HIS LRS

.....Respondent

Through: Mr.Aarush Bhatia, Adv. for R-1 to3.
R-1(A) in person physically and R-1(B) & (C)
thru. V.C
Mr.P.R.Chatterji, Adv. for R-4(A) to 4 (D).

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

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23.10.2024

CM APPL. 56833/2024-Appointment of L.C.

1. This is an application filed by the appellant under Order XXVI Rule 9
CPC seeking the following reliefs:-

“a. Appoint a local commissioner:

- i. To sign all documents in relation to conversion of property bearing G~6 (previously C-63), Maharani Bagh, New Delhi - 110 065 from leasehold to freehold on behalf of the Respondent Nos. 4(a) to 4(d);*
- ii. To sign all documents for the purposes of execution of Sale Deed on behalf of the Respondent Nos. 4(a) to 4(d) of property bearing G-6 (previously C-63), Maharani Bagh, New Delhi -- 110 065 in favor of the Appellant and/or its nominees;*
- iii. To present himself/herself wherever required for the purposes of facilitating conversion of property bearing G-6*



(previously C-63), Maharani Bagh, New Delhi - 110 065 from leasehold to freehold on behalf of the Respondent Nos. 4(a) to 4(d);

iv. To present himself/herself wherever required for the purposes of execution and/or registration of Sale Deed on behalf of the Respondent Nos. 4(a) to 4(d) of property bearing G-6 (previously C-63), Maharani Bagh, New Delhi - 110 065 in favor of the Appellant and/or its nominees;

v. To execute all documents required to be executed on behalf of the Respondent Nos. 4(a) to 4(d) for the purposes of fulfilling the intent of Settlement Agreement dated 09.09.2024 and Compromise Application dated 03.02.2005;

vi. To present himself/herself wherever required on behalf of the Respondent Nos. 4(a) to 4(d) for the purposes of fulfilling the intent of Settlement Agreement dated 09.09.2024 and Compromise Application dated 03.02.2005;

b. Direct that the cost and expenses of the Local Commissioner be borne by the Appellant;

c. Direct that the Local Commissioner shall not to any act which fastens any financial liability or any other liability onto the Respondent Nos. 4(a) to 4(d);

d. Direct the parties to cooperate with the Local Commissioner;

e. Any other order that this Hon ' ble Court may deem fit and proper.”

2. Learned counsel for the respondent nos.1 to 3 as also for the respondent nos.4(A) to (D) submit that they have no objection to the application being allowed and a Local Commissioner being appointed for the purpose of taking all steps including getting the property mutated and converted into freehold as per law and for getting the sale deed executed and registered in respect of the property bearing no.G-6 (previously C-63), Maharani Bagh, New Delhi-110065.
3. In the light of the aforesaid stand taken by the respondents and in terms of the Agreement dated 03.02.2005 arrived between the



appellant and the respondent no.4 as also the subsequent Settlement Agreement dated 09.09.2024 between the appellant and the respondent nos.1 to 3, we allow the application and accordingly, appoint Mr Vivek Goyal, Advocate (Mobile No.: 9999997143) as Local Commissioner. The Local Commissioner will be paid a sum of Rs.5 lakhs in the first instance along with all miscellaneous expenses. However, we grant liberty to the parties as also to the Local Commissioner to move an application for additional fees, in case the situation so warrants.

4. Learned counsel appearing for the respondent nos.4(A) to (D) assures the Court that in terms of the settlement, the said respondents will cooperate with the Local Commissioner by providing all requisite documents as may be available with them including, but not limited to, copies of their Adhaar Card, Pan Card, passport size photographs, Power of Attorney by those respondents, who are residing abroad as also copy of the Will, if any, of Ms.Madhuri Kuldeep Singh or legal heir certificate/surviving member certificate as may be available.
5. The application stands disposed of in the aforesaid terms.

CM APPL. 56832/2024-O 23 Rule 3 CPC

6. This is an application filed by the appellant with a prayer that a decree be passed in terms of the Settlement Agreement dated 09.09.2024.
7. Having perused the terms of the aforesaid settlement and taking into account the stand of the respondent nos.1(A), (B) & (C), who have joined the proceedings physically/virtually, we find no reason not to accept the agreed terms of the Settlement Agreement dated



09.09.2024.

8. The application is, accordingly, allowed by directing that the impugned decree dated 28.02.2018 insofar as it rejects the appellant/plaintiff's prayer for specific performance against the defendant nos.1 to 3 (now respondent nos.1 to 3 in the present appeal) will stand decreed in terms of the settlement agreement dated 09.09.2024.
9. Needless to say, the original decree against the defendant no.4 (respondent no.4(A) to (D) will stand confirmed.
10. A decree sheet be drawn accordingly.
11. The application is, accordingly, disposed of.

RFA(OS) 20/2018 & CM APPL. 15036/2018-Stay, CM APPL. 6587/2019-for taking on record additional evidence, CM APPL. 43299/2019-For striking out the name of R-4A from the array of parties. CM APPL. 43301/2019-For striking out the name of the R-4B, 4C & 4D from the array of parties.

12. In view of the orders passed hereinabove, learned counsel for the appellant does not press the appeal.
13. The appeal along with all pending applications stands disposed of as not pressed.

REKHA PALLI, J

SAURABH BANERJEE, J

OCTOBER 23, 2024
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