



2024:DHC:1127



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

+ RFA 101/2011

SUCHINDER KUMARI BHOLA Appellant
Through: Ms. Suman Kapoor, Mr. Ajay
Kumar Singh, Mr. Monik and Mr. S.M.
Prasad, Advts.

versus

PAWAN KUMAR BABBAR & ORS Respondents
Through: Mr. Rajesh Babbar in person
+ RFA 695/2010

RAJESH BABBAR & ORS Appellants
Through: Appellant 1 in person

versus

SUCHINDER KUMARI BHOLA Respondent
Through: Ms. Suman Kapoor, Mr. Ajay
Kumar Singh, Mr. Monik and Mr. S.M.
Prasad, Advts.

CORAM:
HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER (ORAL)

% **13.02.2024**

CM APPL. 5648/2024 (for withdrawal of appeal) in RFA 101/2011

1. This is an application by the appellant seeking leave to withdraw the present appeal, as the issue stands settled between the appellant and the respondents under the aegis of the Delhi Mediation Centre, Karkardooma Courts. The terms of the Settlement Agreement dated 8 July 2023 have been placed on record and read thus:

Signature Not Verified

Digitally Signed By: RFA 101/2011 & cont. matter
KUMAR
Signing Date: 14.02.2024
18:04:07

Page 1 of 5



“7. **Terms & Schedule of Settlement**

After explaining the process of mediation, join session conducted with the parties wherein the parties have arrived at an amicable settlement on the terms and conditions as under:-

A) **For Compoundable Offences**

i. It is agreed between the parties that respondent Anil Kumar Bhola and his brother Sh. Sanjay Kumar Bhola shall transfer the above property bearing no. 251/4A, Gali No. 5, Bhola Nath Nagar, Shahdara. 50 sq. yards in favour of the complainant Sh. Rajesh Babbar for the sale consideration of Rs.20,00,000/- (Rupees Twenty Lakhs only) and full and final settlement of all the disputes.

ii. It is stated by the parties that an amount of Rs.4,22,000/- had already been deposited before the Hon'ble High Court by the Complainant on 18.12.2010 in REA No. 295/2010 as per the directions of Hon'ble High Court vide order dated 16.12.2010, which was ordered to be kept in FDR. It is agreed between the parties that the amount of Rs. 4,22,000/- along with interest accrued shall be adjusted against the settled amount of Rs. 20,00,000/- and the balance amount shall be paid by the complainant to Sh. Anil Kumar Bhola and Sh. Sanjay Bhola at the time of execution of Sale Deed in favour of the Complainant.

iii. It is further agreed between the parties they shall request before the Hon'ble High Court that the above FDR of Rs 4,22,000/- along with accrued interest shall be released to Sh. Anil Kumar Bhola and Sh. Sanjay Kumar Bhola.

iv. It is further agreed between the parties that Sh. Anil Kumar Bhola and Sh. Sanjay Kumar Bhola shall execute the Sale Deed in favour of Complainant Sh. Rajesh Babbar on or before 31.10.2023 and on the same day they shall hand over all the original title documents of the property and Relinquishment Deed to the complainant.

v. It is further agreed between the parties that



the complainant shall cooperate with the respondents in compounding of offence under section 420 IPC before the Court concerned.

B) For Non-compoundable Offences:

As regards the offence under section 120B IPC in the present case, it is submitted and agreed upon between the parties that they shall seek appropriate relief by quashing of FIR/plea bargaining/pleading guilty and/or due process of law.

8. Withdrawal

It is agreed between the parties that in terms of present settlement complainant shall withdraw his RFA No. 294/2010 titled as Rajesh Babbar Vs. Anil Bhola & Ors. and RFA No. 295/2010 titled as Rajesh Babbar & Ors, Vs. Suchinder Kumari Bhola, which are pending before the Hon'ble Delhi High Court within two months from today.

It is further agreed between the parties that Sh. Anil Kumar Bhola, respondent in the present case and Sh. Sanjay Kumar Bhola & Ms. Sweety, who all are the LR's of Lt. Smt. Suchinder Kumari Bhola in RFA No. 101/2011 titled as Smt. Suchinder Kumari Bhola Vs. Pawan Kumar Babbar & Ors, which is pending before the Hon'ble Delhi High Court, shall withdraw the above REA within two months from today.

As regards the offence under section 120B IPC in the present case, it is submitted and agreed upon between the parties that they shall seek appropriate relief by quashing of FIR/plea bargaining/pleading guilty and/or due process of law within two months.

9. Breach

It is agreed between the parties that in case of breach/violation/deliberate disobedience, the party breaching the terms shall be liable for contempt proceedings under section 2(b) of the Contempt of Courts Act, 1971 for violation thereof.

10. Free Consent of the parties

We, the parties, unequivocally declare that we have executed the agreement after understanding the terms of the



settlement agreement as well as consequences of its breach. We further state that the aforesaid settlement and declaration is voluntary and that we have executed and signing the same voluntarily after examining all probabilities and implications thereof and without any kind of force, pressure, undue influence, misrepresentation or mistake (both of law and fact), in any form, whatsoever, from any quarter. We undertake that we shall abide by and be bound by the agreed terms/stipulations of the settlement agreement.”

2. Mr. Rajesh Babbar, who appears for the respondents, is agreeable to the present appeal being disposed of as per the aforesaid terms of settlement, subject to the *terminus ad quem* of 31 October 2023, fixed in the Settlement Agreement being extended by a period of four weeks from today.

3. Accordingly, with the modification that compliance of the time for execution of the Sale Deed stands extended till 15 March 2024, the present appeal stands disposed of in terms of the aforesaid Settlement Agreement executed between the parties by which the parties shall remain bound.

4. The present appeal, therefore, does not survive for consideration and is, accordingly, disposed of.

5. The application stands disposed of accordingly.

CM APPL. 6600/2024 (withdrawal of appeal) and CM APPL. 51070/2023 (appropriate direction) in RFA 695/2010

6. This appeal is also covered by the aforesaid terms of settlement. The appeal accordingly stands disposed of in terms of the Settlement Agreement dated 8 July 2023.



2024:DHC:1127



7. The amount deposited by the appellants Rajesh Babbar and others before this Court shall stand released to the respondent along with interest accrued thereon within a week from today.
8. These applications stand disposed of.

C.HARI SHANKAR, J

FEBRUARY 13, 2024

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Click here to check corrigendum, if any