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IN THE HIGH COURT OF DELHI AT NEW DELHI
CS(OS) 2273/2015 & I.A. 1485/2020, 6459/2020 & 6512/2020
UMANG DUAPlaintiff

Through: Ms.Nikita Bhutani, Adv. for P-1.
Mr.Mohit Monga, Adv. for P-2 & P-3.

versus

DHANPAT RAI DUA & ORSDefendants

Through: Mr.Ravi Krishan Chandan,
Ms.Shruti Chandna, Mr.Malyaj Sehgal, Advs. for D-1.
Mr.Raveesh Thukral, Adv. for D-11.

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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14.08.2024

1. This Court, in its Order dated 30.05.2024, recorded the terms of the settlement arrived at between the plaintiff nos.2 and 3 on one hand, and defendant no.1(i) and 1(iv) and defendant no.11 on the other hand. The terms of the Settlement are extracted hereinbelow:-

“7. That during the pendency of the suit, the defendants have entered into a mutual settlement and have agreed to the following terms and conditions :-

a. The Defendants No. 1(i) and (iv) have agreed to sell their 25 % share in the suit property to the Plaintiffs No. 2 and 3.

b. That the Plaintiffs No. 2 and 3 shall enter into an agreement to sell with the Defendants No. 1(i) and (iv) on the date of passing of the orders by this Hon’ble



Court thereby recording the terms of the sale transaction.

c. That the Plaintiffs No. 2 and 3 shall make the entire payment / sale consideration to the make the entire payment to the Defendants No. 1(i) and (iv) on or before 30/06/2024.

d. Similarly, the Defendant No. 11 has also agreed to sell his undivided 50 % share in the suit property to the Plaintiffs No. 2 and 3 on the terms and conditions agreed between the said parties.

e. That on receipt of the entire sale consideration, the Defendants No. 1(i) and (iv) and Defendant No. 11 shall execute registered Sale Deeds of their respective shares in the name of the Plaintiffs No. 2 and 3 or their nominee or any other person at the instance of Plaintiff No. 2 and 3 to which defendants shall have no objection and defendants will cooperate in execution and registration of the Sale Deed.

f. That the parties to the present application being the sellers and the purchasers with consent of each other may execute the sale deed in favour of the nominee of the Plaintiffs No. 2 and 3 or any other person at the instance of the Plaintiff No. 2 and 3, however the said nomination can be considered only after the payment of the entire agreed sale consideration and in such condition, the same shall not be considered as the violation of any orders passed by this Hon'ble Court.

g. That in case the Plaintiffs No. 2 and 3 fails to execute the Agreement to sell with the Defendants No. 1 (i) and (iv) or a separate agreement with the Defendant No. 11 on the date of passing of the orders on the present application, the orders dated 10/04/2018 and 10/02/2020 would not be treated as



*modified and shall continue and shall be binding on the parties. The copy of Orders dated 10/04/2018 and 10/02/2020 are annexed herewith as **Document B and C** respectively.*

h. Similarly, after the execution of the agreement to sell on the date of passing of the order on the present application, the Plaintiffs No. 2 and 3 fails to make the payment of the entire sale consideration as may be agreed in the agreement(s) to sell, the orders dated 10/04/2018 and 10/02/2020 would not be treated as modified and shall continue and shall be binding on the parties.

i. That the parties have agreed that the Plaintiff No. 2 and 3 shall enter into the sale transaction with the Defendants No. 1(i) and (iv) and the Defendant No. 11 simultaneously and shall not have any right to cancel / terminate with the agreement executed with any one of the parties. In case the transaction of the Plaintiffs No. 2 and 3 with the Defendants No. 11 fails, the transaction of Defendants No. 1(i) and (iv) shall also become null and void and the vice versa.

j. That none of the parties shall sell share respective shares or deal with the same in any manner whatsoever other than the terms and condition agreed in the present application.

k. That the present terms have been agreed with free will and consent of the parties and without any undue pressure or coercion.

l. That after purchasing the respective shares of the defendants as detailed above, the plaintiff No. 2 and 3 shall become owners in respect of the entire suit premises to the extent of 100 % and shall become absolute owner of the suit premises.



8. That the parties are duty bound to abide by the orders passed by this Hon'ble Court dated 10/04/2018 and 10/02/2020 directing parties to maintain the status-quo in respect of the suit premises bearing no. F- 12/8, Model Town-II, Delhi 110009.

9. That the parties are the law abiding citizens of India and are not able to enter into any agreement or get the sale deed executed during the operation of the order dated 10/04/2018 and 10/02/2020, hence this application is being filed seeking permission to transfer / sell the respective shares of the parties inter se each other.

10. That the present application is being filed believing the representations of the Plaintiffs No. 2 and 3 that they shall enter into the agreement to sell on the date of passing of the orders on the present application and shall get the sale deed executed on or before 30.06.2024 after payment of the entire sale consideration to the Defendants No. 1 (i) and (iv) and the Defendant No. 11 in the manner recorded herein above. The defendant No. (i) and (iv) and Defendant No. 11 shall also handover vacant peaceful possession of their respective shares in their possession to Plaintiff No. 2 and 3 at the time of execution and registration of the respective Sale Deeds. The parties hereby agree and confirms that in case of failure of the Plaintiffs No. 2 and 3 to abide by the terms of the present application, the order dated 10/04.2018 and 10/02/2020 shall stand operative as it is and any act done against the terms of the present application shall be termed as the breach of the said orders."

2. The learned counsels for plaintiff nos.2 and 3, defendant no.1(i) and 1(iv), and defendant no.11 submit that the terms of the said Settlement have been duly honored by the respective parties. Plaintiff nos.2 and 3 have paid the entire sale consideration to defendant no.1(i)



and 1(iv) and defendant no.11, and defendant no.1(i) and (iv) and defendant no.11 have executed the Sale Deed in favour of the nominee of plaintiff nos.2 and 3 in terms of the Settlement Agreement.

3. Plaintiff no.1 and defendant no.1(iv) are present virtually, while plaintiff no.2 is present in person in Court. They affirm the terms of the Settlement and its due implementation. They have been duly identified by their respective counsels.

4. The learned counsels for the plaintiffs submits that in view of the said Settlement having been duly honored and executed, nothing survives in the present Suit. He prays for leave to withdraw the present Suit. The Suit is accordingly, dismissed as withdrawn.

5. Pending applications are also disposed of.

NAVIN CHAWLA, J

AUGUST 14, 2024/rv/VS

Click here to check corrigendum, if any