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

+ RFA 635/2014, CM APPL. 2344/2015 & CM APPL. 43051/2016

UMA GUPTA

.....Appellant

Through: Mr. Avad Bihari Kaushik and Mr.
Rishabh Kumar, Advocates

versus

SUJATA GUPTA & ANR

.....Respondents

Through: Mr. Anuj Kumar & Mr. Adarsh
Sharma, Advocates for R-1
Mr. Ranjan Gupta, Advocate for R-3

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+ W.P.(C) 3481/2013

SUJATA GUPTA

.....Petitioner

Through: Mr. Anuj Kumar & Mr. Adarsh
Sharma, Advocates

versus

UMA GUPTA & ANR.

.....Respondents

Through: Mr. Avad Bihari Kaushik and Mr.
Rishabh Kumar, Advocates
Ms. Saloni Mahajan, Advocate for R-
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CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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13.02.2025

Present petitions arise out of disputes between the parties concerning Flat No. F-104, Plot No. 26/1, New Saraswati Apartments, Sector-9, Rohini, Delhi (hereinafter referred to as the "suit property"). Briefly stated, the facts of the case are that the suit property was jointly owned by Uma Gupta and her son Rajesh Gupta, while Sujata Gupta is the daughter-in-law of Uma Gupta and was residing in the suit property with her children. The disputes



originated due to strained matrimonial relations between Sujata Gupta and her husband Rajan Gupta leading to multiple legal proceedings, including a civil suit and consequently the present petitions before this Court.

During the pendency of the matters, it transpired that Rajan Gupta, husband of Sujata Gupta, was willing to provide reasonable alternate accommodation to Sujata Gupta and her children in order to resolve the ongoing disputes amicably.

Learned counsel for both the parties submit that the parties have now arrived at an amicable settlement and pursuant to which Uma Gupta as well as Sujata Gupta have filed a detailed affidavit in RFA 635/2014 stipulating the terms and conditions of the settlement which reads as under:

3.1 That Smt. Sujata Gupta/respondent No. I shall vacate the suit premises i.e., Flat No. F-104, New Saraswati Society, Plot No. 26/1, Sector-9, Rohini, Delhi-110085 on or before 07.02.2025 and shall handover the vacant peaceful and complete possession thereof including all locks and keys to the appellant Smt. Uma Gupta or any other person authorized by her in this regard.

3.2 That, as per the mutual understanding arrived between me and my wife Smt. Sujata Gupta, she has identified an alternative accommodation for herself as per her own choice being Flat No.78, 1 Floor, Star Apartments, located on Plot No.24/2, Sector-9, Rohini, Delhi-110085 which is stated to be owned by Smt. Naresh Rani wife of Shri Satish Kumar, for which a rent agreement has been executed between Smt. Sujata Gupta and Smt. Naresh Rani for a period of 22 months with effect from 01.02.2025, for which, as has been informed by Smt. Sujata Gupta, monthly rent is Rs. 32,000/- (Rupees Thirty Two Thousands only) for first 11 months and Rs. 34,240/-(Rupees Thirty-Four Thousand Two Hundred and Forty Only) for next 11 months (12th month to 22nd month) apart from maintenance charges of Rs. 1,650/- (Rupees One



Thousand Six Hundred and Fifty Only) for the first 11 months of the tenancy.

3.3 That I undertake to pay the aforesaid rental amount to Smt. Sujata Gupta on or before 5th day of every English Calendar month and she has undertaken to pay and forward the same to the landlady Smt. Naresh Rani every month in terms of the rent agreement executed between them, without fail.

3.4 That I have already paid a sum of Rs. 64,000/- (Rupees Sixty-Four Thousand Only) to Smt. Sujata Gupta on account of security deposits, being the amount equal to two months I have already paid her one month's advance rent of Rs. 32,000/- (Rupees Thirty-Two Thousand Only) for which she has undertaken to pay and transfer to the above named landlady.

3.5 That upon the expiry of the 22-month tenancy period, if the tenancy is renewed, I will adhere to the terms of the renewed rental agreement, including any changes in rental charges, security deposits, or other conditions. If, however, the tenancy is not extended for the same rented property and Smt. Sujata Gupta decides to shift to a new accommodation, I will bear the shifting expenses and costs including rent, maintenance charges, security deposits and relocation expenses, ensuring uninterrupted living arrangements for her subject to adjustment of already paid advance security deposits and advance rental amount etc.

3.6 That Smt. Sujata Gupta has undertaken that she will not use the aforesaid amount of rent and maintenance charges paid to her by me for any other purposes whatsoever and she will fully, completely and immediately transfer and pass-on the said amount to the landlady/landlord without any delay and demur,



3.7 That I shall, however, not be responsible for any default, penalty, interest, cost or fine, if imposed or levied upon Smt. Sujata Gupta by the landlord, society and/or any other person/authority/forum for committing any delay, breach or violation by Smt. Sujata Gupta in timely and fully paying off the rental amount to the landlord, maintenance charges to the society or concerned authority or for any other delay, nuisance and/or misuse of the rented premises etc. and for any other usage, services, consumptions, taxes or consumables, save and except the amount of maintenance charges which I am already paying in terms of the orders passed by the competent Courts of law.

3.8 That Smt. Sujata Gupta shall not seek re-entry in the suit property i.e., Flat No. F-104, New Saraswati Society, Plot No. 26/1, Sector-9, Rohini, Delhi-110085 at any point of time after vacating the same on or before 07.02.2025 and she will not claim anything against my parents in any manner whatsoever.

3.9 That I affirm that my financial and moral obligations towards Smt. Sujata Gupta's accommodation and well-being, as stated herein above, will remain effective and binding upon me as long as she remains my legally wedded wife.

Both the parties are held bound by the undertaking/settlement made in the affidavit and are directed to comply with the same.

In light of the amicable settlement arrived at between the parties, learned counsel for both the parties on instructions submit that they do not wish to pursue the present petitions.

Accordingly, present petitions along with pending applications stands disposed of.

DINESH KUMAR SHARMA, J

FEBRUARY 13, 2025/N/NA