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

+ **CS(OS) 2554/2014**

M/S CONCORD INFOTECH PVT LTD

.....Plaintiff

Through: Mr. Arun Vohra, Advocate for
Plaintiff with Smt Saroj Baweja and
Mr Jasbir Kapoor, Directors of
Plaintiff/Company

versus

TAMARA SHARMA & ORS

.....Defendants

Through: Ms. Leena Tuteja, Advocate, Mr
Ishaan Chawla, Advocate for
Defendant no. 1, 2 and 3.

+ **CS(OS) 343/2016**

DR MS KAMLA SHARMA

.....Plaintiff

Through: Ms. Leena Tuteja, Advocate, Mr
Ishaan Chawla, Advocate

versus

BRIJ BHUSHAN SHARMA

.....Defendant

Through: Mr. Arun Vohra Advocate for
Defendant no.2.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

24.01.2025

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1. CS(OS) 2554/2014 has been filed by the Plaintiff/Company for specific performance of the Agreement to Sell dated 04.07.2010 and the



Assignment Agreement dated 27.10.2010 entered into between the Plaintiff/Company and the Defendants in respect of the Property No.E-2/2, Vasant Vihar, New Delhi, admeasuring 400 square yards, alleged to have been executed by the Plaintiff – Dr. Kamla Sharma in CS(OS) 343/2016 in favour of the Plaintiff/Company and Mr. Brij Bhusan Sharma.

2. CS(OS) 343/2016 has been filed by the Plaintiff for a declaration that the Agreement to Sell dated 04.07.2010 and the Assignment Agreement dated 27.10.2010, by which Mr. Brij Bhusan Sharma assigned the deed to the Plaintiff/Company in CS(OS) 2554/2014, is null and void and of no consequence. It is pertinent to mention that initially the suit was filed by the Plaintiff before the Senior Civil Judge, South West, Dwarka Courts, Delhi being CS No.216/2011 which later transferred to this Court and re-numbered as CS(OS) 343/2016.

3. During the pendency of both the suits, the parties have entered into a settlement vide a Settlement Agreement dated 13.01.2025. The Settlement Agreement dated 13.01.2025 reads as under:

“SETTLEMENT AGREEMENT

*This Settlement Agreement is entered into on
13.01.2025*

BETWEEN

MRS. TAMARA SHARMA W/o Shri Sanjeev Sharma
and Daughter of late Shri Narsingh Das Sharma, R/o
House number J -968 Palam Vihar, Gurgaon, Haryana
122017 (also at E-2/2, Vasant Vihar, New Delhi-
110057);

MRS. CAROLE SHARMA W/o Shri Vikas Chaddah



*and Daughter of late Shri Narsingh Das Sharma R/o 5670, Smokey Mountain Way, Yorba, Linda, California-92887 (USA), (also at E-2/2, Vasant Vihar, New Delhi-110057) through her Power of Attorney **MRS. TAMARA SHARMA** W/o Shri Sanjeev Sharma and Daughter of late Shri Narsingh Das Sharma R/o E-2/2, Vasant Vihar, New Delhi-110057, duly constituted vide Power of Attorney dated 13th Day of August 2024, duly notarized by Notary Public, Rocio Almazan Bahena on 13- 8-2024 and duly stamped vide E-Stamp Certificate No. IN-DL 41744359874253W dated 23-8-2024, Copy of the same is annexed herewith as ANNEXURE A (hereinafter collectively referred to as "Party No. 1");*

AND

***MRS. DIVYA SHARMA** W/o late Shri Narsingh Dass Sharma R/o E- 2/2, Vasant Vihar, New Delhi-110057,) through her Power of Attorney **MRS. TAMARA SHARMA** W/o Shri Sanjeev Sharma and Daughter of late Shri Narsingh Das Sharma R/o E-2/2, Vasant Vihar, New Delhi- 110057, duly constituted vide Power of Attorney dated 13th Day of January 2025, vide E-Stamp Certificate No. IN-DL 17535672781554X dated 13.01.2025 Copy of the same is annexed herewith as ANNEXURE B (hereinafter referred to as "Party No. 2")*

***CONCORD Infotech Pvt. Ltd.,** a Private Limited Company, duly incorporated under the Companies Act, 1956, having its Registered Office at E 578 Greater Kailash II, New Delhi-110048, through their Director(s) Shri Jasbir Singh Kapoor / Deepak Singla /Ms. Saroj Baweja, duly authorised vide Resolution passed in the meeting of the Board of Directors held on 20-06-2024. Copy of the same is annexed herewith as ANNEXURE C {Hereinafter referred to as "Party No.*



3");

The expression of the Party No. 1 & 2 shall mean and include them, their respective legal heirs, successors, legal representatives, administrators, executors, nominees and assigns and Party No. 3 shall mean & include their administrators, Executors, Successors & Authorized Legal representatives.

*A. WHEREAS, Late Dr. (Ms.) Kamla Sharma was the true lawful owner having acquired leasehold rights in perpetuity in respect of E 2/2, Vasant Vihar, New Delhi 110057 from the President of India vide Perpetual Sub-Lease Deed dated 18.07.1968, duly registered as Document No. 5333, in Addl. Book No. I, Volume No. 2035, on pages 88 to 94, on 26.08.1968 in the Office of the Sub Registrar, New Delhi (hereinafter referred to as the 'SAID PLOT OF LAND') and after acquiring the said plot of land Dr. (Ms.) Kamla Sharma constructed a dwelling unit on the said plot of land hereinafter collectively referred to as the '**SUIT PROPERTY**'), which expression shall include all improvements, additions and alterations subsequently made therein or thereafter.*

B. AND WHEREAS Late Dr. (Ms.) Kamla Sharma got the Suit Property converted from leasehold to freehold by virtue of Conveyance Deed dated 31.12.1999, which is duly registered as document no. 6406 in additional book no. 1, volume no. 171, on pages 152 to 153 dated 31.12.1999 in the office of the Sub- Registrar, New Delhi.

C. AND WHEREAS, Dr. (Ms.) Kamla Sharma passed away on 2nd June 2012, and did not leave behind any Class - I legal heirs. Dr. (Ms.) Kamla Sharma left behind a registered Will dated 31st January 1989, by virtue of which the Suit Property stands bequeathed to



Ms. Tamara Sharma and Mrs. Carole Sharma (Party No. 1);

D. AND WHEREAS, thereafter Ms. Tamara Sharma and Mrs. Carole Sharma (Party No. 1) by virtue of the said bequeath have become the joint co-owners of the Suit property and have been exercising their ownership rights and have been in exclusive possession of the Suit Property to the exclusion of any third/other party;

E. AND WHEREAS the Suit property has been duly mutated in the name of Party No 1 herein in the records of M.C.D., as owner, vide their Letter No. Tax/SZ/RXP/2012/471, dated 25.06.2012 and the Party No 1 has been making payment of property taxes to MCD regularly;

F. AND WHEREAS during her lifetime late Dr. (Ms.) Kamla Sharma, filed a Suit for Declaration & Permanent Injunction against one Sh. Brij Bhushan Sharma bearing CS No. 216 / 2011, before the Hon'ble Court of Senior Civil Judge, South West District, Dwarka Courts, New Delhi seeking cancellation of the following documents:

a. Agreement to Sell dated 04.07.2010, alleged to have been executed by Dr. (Ms.) Kamla Sharma in favor of one M/s Concord Infotech Pvt. Ltd. and Sh. Brij Bhushan Sharma, and;

b. Assignment Agreement dated 27.10.2010, whereby the said Sh. Brij Bhushan Sharma thereafter had assigned his rights under the alleged fabricated Agreement to Sell in respect to the Suit property in favor of M/s Concord Infotech Pvt. Ltd.

Subsequently, M/s Concord Infotech Pvt. Ltd. was also impleaded as party in the said Civil Suit. The said Suit



has since been transferred to Hon'ble High Court of Delhi as CS (OS) 343/2016.

G. AND WHEREAS M/s Concord Infotech Pvt. Ltd. based on the Agreement to Sell dated 04.07.2010 and Assignment Deed in its favor by Sh. Brij Bhushan Sharma assigning his rights under Agreement to Sell with respect to the Suit property in favour of M/s Concord Infotech Pvt. Ltd., filed a Suit for Specific Performance & Permanent Injunction against the legal heirs of late Dr. (Ms.) Kamla Sharma i.e. Mrs. Tamara Sharma, Mrs. Carole Sharma, Mrs. Divya Sharma and also Shri Brij Bhushan Sharma, bearing CS (OS) No. 2554/2014, before the Hon'ble Delhi High Court.

H. AND WHEREAS the suit bearing CS No. 216 / 2011 pending before Hon'ble Court of Senior Civil Judge, South West District, Dwarka Courts, New Delhi was also got transferred to the Hon'ble Delhi High Court (re-numbered/ registered as CS (OS) No. 343/2016) and tagged with CS (OS) No. 2554/2014 vide Order dated 03.12.2015 passed by the Hon'ble Mr. Justice Navin Chawla Delhi High Court in the said suit bearing CS(OS) No. 2554/2014.

I. AND WHEREAS Mr. Brij Bhushan Sharma has been proceeded ex-parte in both the suit vide Order dated 25.10.2016 passed in CS (OS) No. 343/2016 and vide Order dated 14.10.2014 passed in CS (OS) No. 2554/2014, pending before the Hon'ble Delhi High court.

J. AND WHEREAS the Suits are at the stage of final hearing. On the request of the parties to this agreement vide Order dated 03.07.2024 passed by the Hon'ble Delhi High Court in the said suits, the parties have been referred to the Delhi High Court Mediation and Conciliation Centre to explore possibility of arriving at



a settlement.

K. AND WHEREAS the Parties have mutually agreed to amicably resolve their issues/disputes and without getting into the controversy, as well as for peace of mind, with the help and financial aid of an outsider / fmancer have decided to settle and put quietus to the issues between them relating to the Suit Property.

L. The matter CS (OS) 2554/2014 and CS (OS) 343/2016 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide an order dated 03.07.2024 passed by Hon'ble Mr. Justice Navin Chawla.

M. The parties agreed that Mr. Ankit Jain, Senior Advocate would act as their Mediator in the matter of Mediation proceedings.

N. Comprehensive mediation sessions were held physically/through Video Conferencing with the parties and their respective counsel(s). The parties, with the assistance of the Mediator and proactive participation of the counsels have voluntarily arrived at an amicable solution resolving the abovementioned disputes and differences.

O. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at the Settlement Agreement in the presence of the Mediator.

P. The following settlement has been arrived at between the Parties hereto:

1. Divya Sharma / Party No. 2 acknowledges the validity of the REGISTERED WILL dated 31st January 1989 of Late Dr. (Ms.) Kamla Sharma and that as per



the said registered Will , the Suit Property stands bequeathed to Party No 1 and the Party No 1 having complete & absolute ownership rights and being in possession of the Suit Property.

2. It is hereby recorded and acknowledged by all parties that by virtue of the registered WILL dated 31st January 1989 of Dr. (Ms.) Kamla Sharma, Ms. Tamara Sharma and Carole Sharma (Party No 1) became and continue to be the sole and exclusive owners holding the entire exclusive right, title and interest of /in the entire property located at E 2/2, Vasant Vihar, New Delhi - 110 057 and are in peaceful possession of the Suit Property without any claim, dispute and /or hindrance of any nature whatsoever.

3. The Parties state that even otherwise, Mr. Brij Bhushan Sharma by way of the Assignment Deed dated 27.10.2010 has assigned all his rights (if any) in respect of the suit property in favor of the Party No. 3 and therefore, Mr. Brij Bhushan Sharma had/has no right, title and interest in the suit property.

4. The Party No. 3 voluntarily and unconditionally agrees to withdraw CS (OS) No. 2554/2014 pending before the Delhi High Court subject to payment of amount of Rs. 1,80,00,000/- (Rupees One Crore Eighty Lacs Only). The said payment of Rs. 1,80,00,000/- (Rupees One Crore Eighty Lacs Only) (after deducting TDS) has already been received by Party No. 3 as per Schedule detailed in Annexure-D. The said amount has been paid in full & final settlement by the prospective buyer M/S BDR FINVEST PRIVATE LIMITED, directly to them as per independent Agreement entered into by them & BDR Finvest Private Limited.

5. It is clarified that Party No. 1 and 2 have not paid this amount of Party No. 3 from their pocket and the



prospective buyer M/S BDR FINVEST PRIVATE LIMITED has directly paid this amount to Party no 3.

6. That Party No. 3 agrees, acknowledges and accepts that it has been left with no right, title, interest and /or claim in the Suit Property of any nature whatsoever.

7. Party No. 3 further agrees and acknowledges that no right in respect of the Suit Property subsists in its favour. The Party No. 3 also agrees to withdraw any other case / complaint /proceedings /letters that they have filed before any court/authority relating to Agreement to Sell, Assignment Agreement and/or any other documents relating to the Suit Property. The Party No. 3 agrees, acknowledge and accepts that it has been left with no right, title, interest and /or claim in the Suit Property of any nature whatsoever.

8. In view of the present settlement agreement, party no. 3 agrees that the prayer made by the Party no. 1 and 2 in their suit bearing CS(OS) No. 343/2016 shall be allowed relating to declaration and cancellation of the Assignment Agreement and Agreement to sell, relating to party no. 3 with respect to the Suit property.

9. This Settlement Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter hereof.

10. Neither parties shall file any litigation in future on the basis of Agreement to Sell dated 04.07.2010, Assignment Deed dated 27.10.2010 and/or any other related documents to the said transaction concerning or relatable to Suit Property.

11. Parties hereby agrees records and acknowledges



that they were never subjected to any kind of duress, threat or coercion of any kind and that they have entered into this Settlement Agreement of their own free will after all considerations & to obtain peace of mind.

12. In terms of the settlement, Parties agree that C.S. (OS) 2554 / 2014 filed by Party No. 3 will be unconditionally withdrawn by the Party No. 3.

13. Party No. 3 shall cross and handover all the documents in its possession relating to the Suit Property including the copies of which have been filed by Party No. 3 alongwith C.S. (OS). 2554 / 2014, before the Hon'ble Delhi High Court. The original cancelled copy of the said documents shall be handed over by the Party No.3 to Party No. 1. The Party No. 3 assures that apart from the same, there are no further documents relating or relatable to the suit property in the possession of Party No. 3.

14. On execution of the present settlement, the Party No. 3 shall be left with no right or claim either against or in the Suit Property or against the Party No. 1 and 2.

15. This Agreement shall be governed by and construed in accordance with the laws of India, and any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in New Delhi, India.

16. The parties hereto undertake to abide by the terms and conditions set herein out in the present Settlement Agreement and not to dispute the same in future and the terms of the present Settlement Agreement have been read over and explained to the parties in the presence of their counsels by the Mediator in their



Vernacular (Hindi & English) and the parties agreed and understood the same.”

4. A perusal of the Settlement Agreement discloses that Plaintiff/Company in CS(OS) 2554/2014 will not press the said suit for specific performance of the Agreement to Sell dated 04.07.2010 and the said suit would be withdrawn and consequently, CS(OS) 343/2016 would automatically be decreed as CS(OS) 2554/2014 stands withdrawn.

5. Two Directors of the Plaintiff/Company in CS(OS) 2554/2014 are present in Court today. They agree that they have entered into settlement with the parties before the Delhi High Court Mediation and Conciliation Centre out of their own free will, without any coercion or undue influence. They states that they have read the Settlement Agreement dated 13.01.2025 and have understood the contents of the same. They states that they are agreeable to withdraw CS(OS) 2554/2014 as they have received a sum of Rs.1,80,00,000/- in terms of the Settlement Agreement dated 13.01.2025 and they will not institute any other suit/claim on the same cause of action on which the said suit was filed. They have also given their statement to this effect to the Court.

6. In view of the above, the suits are disposed of in terms of the Settlement Agreement dated 13.01.2025. The parties shall be bound by the terms of the Settlement Agreement dated 13.01.2025 and shall comply with all the obligations mentioned in it. Pending application(s), if any, also stand disposed of.

7. Resultantly, the Interim Order dated 14.10.2014 stands vacated.

8. The Agreement to Sell dated 04.07.2010 and the Assignment



Agreement dated 27.10.2010 stand cancelled.

9. Decree sheets be prepared accordingly.

10. Since the parties have settled the matter, keeping in spirit the mandate of Section 89 of the CPC, let the full Court fee be refunded to the Plaintiffs.

SUBRAMONIUM PRASAD, J

JANUARY 24, 2025

S. Zakir