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

+ **TEST.CAS. 36/2021**

MR. MANISH MAHENDRU

..... Petitioner

Through: Mr. Jatin Rana, Adv.

versus

STATE & ORS.

..... Respondents

Through: Mr. Manish Gandhi, Mr. Shripal Upadhyay, Advs. for R-2 with R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

24.11.2023

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I.A. 23531/2023 (early hearing)

1. The present application has been moved seeking following prayer:

a. Pass an order by preponement of the date of hearing for adjudication of Test Case No. 36 of 2021.

2. The matter was referred to mediation and thereafter, the parties reached an amicable settlement at Delhi High Court Mediation and Conciliation Centre vide settlement agreement dated 09.10.2023.

3. The parties have entered into the settlement dated 09.10.2023 on following terms and conditions.

a) The parties above mentioned agree and confirm that they have a Bank Locker No.5, in Bank of Baroda, Ashok Vihar, Delhi held in the joint name of Smt. Santosh Kumari aka Santosh Mahendru and Mrs. Kusum Bhutani aka Babli and that it shall be opened by the three parties jointly in the presence of their respective counsel and



they shall divide the gold, Jewellery or any valuables lying therein, amicably between themselves as per their individual names on each bag (Potli) as is stated to be lying in the locker and no Party shall dispute if there is no bag (potli) in their name. Any valuable lying loose shall be equally divided by all three parties after getting the item's valued by an authorised valuer.

b) The parties above mentioned further agree and confirm that there is a bank account in Bank of Baroda, Ashok Vihar Branch, bearing No.051410004897 having approximately Rs.3,00,000/- (Rupees Three lacs) deposit in the name of late Smt. Santosh Kumari (mother of the parties), which shall be released to the name/account of Third Party - Shri Hanish Mahendru, alongwith accrued interest. It is agreed that Bank of Baroda shall raise no objections or impediment in handing over this account and its proceeds to the THIRD PARTY.

c) The THIRD PARTY Shall give to the FIRST PARTY a post-dated cheque, at the time of recording of statements before the Hon'ble Court, of sum of Rupees One Lakh only, under receipt, to be encashed after All formalities of transfer and exchange of movable and immovable property has been completed. The FIRST PARTY shall in turn handover all the certificates and documents of the THIRD PARTY to them.

d) The parties above mentioned further agree and confirm that there are two FDR's in Dena Bank, Ashok Vihar, Delhi in the name of the parties Late mother in the sum of Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand Only) each, one having Shri Manish Mahendru First Party as nominee; the second having Smt. Kusum Bhutani aka Babli Second Party as nominee. The parties agree and confirm that these two FDR's shall belong to and be given to the FIRST and SECOND PARTY each in their name/account and shall be released to them i.e. Shri Manish Mahendru and Kusum Bhutani aka Babli, respectively alongwith accrued interest. Similarly Bank of Baroda shall raise no objections or impediment in handing over the proceeds to the FIRST and SECOND PARTY, the above FDR's.



e) The Parties further agree and confirm that Property bearing No. LIG Flat bearing No. A-32-A, LIG Flats Harihar Apartments, Ashok Vihar Phase-II Delhi-110052 with all rights title and interest shall exclusively belong and be transferred in the name of THIRD PARTY - Shri Hanish Mahendru. All Parties undertake to execute and sign whatever documents that may be required for such transfer of the above Property including NOC, relinquishment deed etc.

f) The Parties further agree and confirm that Shop bearing No. A-19-A, Mahendra Park, Sarai Pipal Thala, Azadpur Delhi-110033 with all rights title and interest shall belong and be transferred in the name of THIRD PARTY- Shri Hanish Mahendru. All Parties undertake to execute and sign whatever documents that may be required for such transfer of the above Property including NOC, relinquishment deed etc.

g) The Parties further agree and confirm that Property bearing No. LIG Flat bearing No. A-61-B, First Floor and Second Floor, LIG Flats Hari Har Apartments, Ashok Vihar, Phase-II Delhi-110052 with all rights title and interest shall belong and be transferred in the name of FIRST PARTY - Shri Manish Mahendru. All Parties undertake to execute and sign whatever documents that may be required for such transfer of the above Property including NOC, relinquishment deed etc.

h) The Parties further agree and confirm that Shop bearing No. B-15 Mahendra Park, Sarai Pipal Thala, Azadpur Delhi-110033 and Shop bearing No. C-59, Mangolpuri, Industrial Area, Delhi with all rights title and interest shall belong and be transferred in the name of FIRST PARTY- Shri Manish Mahendru. All Parties undertake to execute and sign whatever documents that may be required for such transfer of the above Property including NOC, relinquishment deed etc.

i) The Parties further agree and confirm that Flat No. 1406, Tulip garden, Kundli, Sonapat, Haryana with all rights title and interest shall belong and be transferred in the name of SECOND PARTY Smt. Kusum Bhutani aka Babli. All Parties undertake to execute



and sign whatever documents that may be required for such transfer of the above Property including NOC, relinquishment deed etc.

j) The Parties further agree and confirm that DDA built Janta Flat bearing No. AF-7A, Ground Floor Shalimar Bagh, Delhi-110088 with all rights title and interest shall belong and be transferred in the name of SECOND PARTY - Smt. Kusum Bhutani aka Babli. All Parties undertake to execute and sign whatever documents that may be required for such transfer of the above Property including NOC, relinquishment deed etc.

k) The Parties further agree and confirm that Daughter of the THIRD PARTY, namely Ms. Mahima Mahendru shall also be a signatory to this agreement as confirming Party as she is to get the F.I.R. No. 175 of 2017 P.S. Ashok Vihar, U/S 323/324/341/354/509 IPC lodged by her against the FIRST PARTY, quashed or cooperate in having the same quashed from a court of competent jurisdiction as soon as possible. The confirming Party, namely Ms. Mahima Mahendru agrees and undertakes that she shall appear before the Hon'ble Court (personally or Through VC) for quashing of the FIR proceedings. If she fails to do so for any reason, this Settlement Deed shall be construed to be her consent to Quashing of the FIR.

l) The Parties further agree and confirm that They shall all work towards transferring the movable and immovable property as decided above, within 15 days of making the statements before court and acceptance of this settlement agreement by the Hon'ble Court. It is understood that the First stage will be to handover/take possession and do the necessary paperwork. of their respective property as decided above and move to get the same transferred in their names with cooperation of all concerned parties. Second stage shall be to operate the Locker and divide its proceeds as decided above.

m) That the parties submit, that no other civil/criminal litigation or complaint is pending between the parties and any dispute other than the ones, mentioned herein, in respect to subject property



filed by any of the parties shall stand settled in terms of the present Settlement Agreement. The parties agree that a Preliminary and Final Decree in terms of the present Settlement, entered into between the parties, may be passed.

n) By Signing this Settlement Agreement the parties hereby state that they have no further grievances, allegations, claims or demands against each other in respect of subject property.

o) All the parties hereby state that they have fully understood the terms, consents, effect and consequences of the settlement Agreement. In case of breach/violation/deliberate disobedience, the party breaching the terms of the Settlement Agreement shall render themselves liable for contempt proceedings and damages to the tune of Rupees Ten Lakhs, subject to unforeseen circumstances. Moreover, if any party fails to give the required document's for transfer of property to their name then this Settlement Agreement shall be deemed and construed to be the NOC/Relinquishment Deed/Release Deed, as the case may be.

p) That the terms have been settled between the parties of their own free will, volition and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of fact or law) in any form, whatsoever, and the settlement agreement has correctly recorded the said agreed terms.

q) All the parties undertake that they will abide by the terms and conditions set out in the Settlement Agreement.

4. Both the parties submit that in terms of Clause –a of the settlement, the keys of locker are with Ms. Kusum Bhutani aka Babli and she shall cooperate with the parties in operating the locker and would remain present at the time of opening of the lockers, as mutually decided by the parties.
5. In terms of clause –c, the respondent No.2 has handed over a cheque bearing No. 336211 dated 24.12.2023. of Rs.1,00,000/- drawn on



State Bank of India in the name of Manish Mahendru.

6. In terms of clause-1, the parties state that since they could not appear before the Court, they undertake to complete the formalities towards transferring the movable and immovable properties within 25 days from today.
7. The parties present before the Court undertake to abide by the terms and conditions of the settlement agreement dated 09.10.2023.
8. In view of the settlement agreed between the parties, the present application and the present petition stand disposed of as compromised.
9. The parties are held bound by the settlement agreement dated 09.10.2023.
10. Next date i.e. 07.02.2024 stands cancelled.

DINESH KUMAR SHARMA, J

NOVEMBER 24, 2023/Pallavi