

## Promila Rajput vs Naresh Tanwar & Ors on 21 March, 2018

**Author: Rajiv Sahai Endlaw**

**Bench: Rajiv Sahai Endlaw**

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\* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CS(OS) 15/2015

PROMILA RAJPUT

..... Plaintiff

Through: Mr. A.P. Vinod, Adv.

Versus

NARESH TANWAR & ORS

..... Defendants

Through: Mr. Aakarsh Srivastava, Adv.for D-5.

Mr. D. R. Chauhan, husband of Mrs.

Urmil Chauhan, D-3.

AND

CS(OS) 588/2016

PROMILA RAJPUT

..... Plaintiff

Through: Mr. A.P. Vinod, Adv.

Versus

NARESH TANWAR & OTHERS

..... Defendants

Through: Mr. Aakarsh Srivastava, Adv.for D-5.

Mr. D. R. Chauhan, husband of Mrs.

Urmil Chauhan, D-3.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% 21.03.2018 IA No. 3925/2018 (of the parties in both the suits u/O XXIII R-3 CPC)

1. The counsel for Promila Rajput, counsel for Stonex India Pvt. Ltd. and Mr. D.R. Chauhan, husband of defendant No. 3 Urmil Chauhan appearing in person, support the application.

2. This application has been filed in both the suits and the counsels state that compromise as recorded therein is with respect to disputes, subject matter of both the suits.

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3. The counsel for Promila Rajput also states that he identifies Mr. D. R. Chauhan present in person. The person identified as D. R. Chauhan, as proof of his identity, has handed over Aadhaar Card to the Court Master, who, on verification of the same, states that the photograph thereon is of the person present identified as Mr. D. R. Chauhan. A photocopy of the said Aadhaar Card is taken on record and the original returned.

4. The counsel for Promila Rajput states that the compromise application is also signed by Naresh Tanwar, Yogesh Tanwar, Urmil Chauhan and Nirmal Verma and is also supported by their

affidavits. It is, however, stated that Naresh Tanwar, Yogesh Tanwar and Nirmal Verma are not represented by any advocates and have been unable to come to the Court in person but stand by the compromise.

5. The counsel for Stonex India Pvt. Ltd. states that the compromise application is signed by the duly authorised Director of the company.

6. The counsels also state that besides the aforesaid persons, Raj Kumar Tanwar, who is additionally a party in CS(OS) 588/2016 has also signed the compromise application and affirmed the affidavit in support thereof.

7. The counsels state that the compromise be recorded and the suits disposed of in terms thereof. It is further stated that one of the cheques handed over by Stonex India Pvt. Ltd. to Promila Rajput, as part of compromise, has already been encashed by Promila Rajput.

8. I have gone through the Settlement Agreement dated 21 st February, 2018 between the parties annexed to the compromise application. The same provides for payment of Rs. 65 lacs by post-dated cheques till 15th June, CS(OS) 15/2015 & CS(OS) 588/2016 page 2 of 4 2018 to Promila Rajput and on receipt of which monies, the share of Promila Rajput in the properties, subject matter of suits, is to stand settled.

9. The settlement deed, however, provides for withdrawal by Promila Rajput of both the suits.

10. I have enquired from the counsel for Promila Rajput the consequences if the entire amount agreed to be paid, is not paid.

11. The Settlement Agreement dated 21st February, 2018 has been reached under the aegis of Delhi High Court Mediation and Conciliation Centre to which the parties were referred vide order dated 24th January, 2018 in both the suits. In spite of this Court repeatedly recording in its orders the deficiency aforesaid in some of the Settlement Agreements being drawn up under the aegis of Delhi High Court Mediation and Conciliation Centre, Settlement Agreements with such deficiencies continue to be drawn up by the mediators of the said Centre.

12. On enquiry, it is informed that the cheques which are yet to be encashed have been issued in favour of Promila Rajput by Naresh Tanwar and Yogesh Tanwar.

13. I have proposed disposal of the suits by a decree declaring the plaintiff Promila Rajput to be having 1/5th share in the properties subject matter of the suits and passing a preliminary decree for partition declaring so and a final decree for partition by providing that on payment of the entire sum of Rs. 65 lacs to the plaintiff Promila Rajput, her said 1/5 th share in the properties shall stand settled and if there is any default in payment, then the plaintiff Promila CS(OS) 15/2015 & CS(OS) 588/2016 page 3 of 4 Rajput shall be entitled to execute the decree by sale of the properties and distribution of 1/5th share of the plaintiff Promila Rajput from the sale proceeds of the properties minus the amounts received by the plaintiff Promila Rajput till then.

14. The aforesaid is agreeable to the counsels.

15. Subject to the aforesaid, Settlement Agreement is found to be lawful.

16. A decree is accordingly passed in both the suits in terms of the compromise application, Settlement Agreement dated 21st February, 2018 and today's order, all of which shall form part of the decree sheet, leaving the parties to bear their own costs.

17. Decree sheet be prepared.

18. A copy of this order be forwarded to the Delhi High Court Mediation and Conciliation Centre for necessary action.

19. The next date of 2nd April, 2018 before the Joint Registrar is cancelled.

RAJIV SAHAI ENDLAW, J MARCH 21, 2018 SRwt..

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