

Smt. Manju & Ors. vs Mahesh Kumar (Driver) & Anr. on 3 April, 2025

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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of Decision: 03.04

+ CM(M) 612/2025 & CM Appl.19477/2025

SMT. MANJU & ORS.

.....Petitio

Through: Mr Shrey Chathly, Adv. with
Petitioner Nos. 1 and 2.

versus

MAHESH KUMAR (DRIVER) & ANR.

.....Respondents

Through: Mr. Prabhat Kumar, Mr. Karan Dang,
Ms Swadha Gupta, Mr. Abhishek
Ranjan, Ms. Bhavika Agrawal and
Ms. Shreya Chopra, Advs.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

TARA VITASTA GANJU, J.: (Oral)

1. The present Petition has been filed under Article 227 of the Constitution of India challenging the order dated 07.03.2025 [hereinafter referred to as "Impugned Order"] passed by the learned Presiding Officer-1, MACT-1 (North), Rohini, Delhi. By the Impugned Order, the learned Tribunal has directed that no amount shall be withdrawn from the saving bank accounts of the Petitioners till further orders and a report was also called from the concerned Bank Manager regarding the withdrawal of the amounts by Petitioner No.1 as well.

2. It is the case of the Petitioners that the Petitioners were the recipient of the Award in the sum of Rs. 39.64 lacs from the Respondents, who were the judgment debtors before the Tribunal, in terms of judgment dated 19.10.2024 passed by the learned Presiding Officer, MACT-01, North, Rohini, Delhi [hereinafter referred to as "Award"]. The operative part of the said Award reads as follows:

"16. Petition is allowed and award in the sum of Rs. 39,64,000/- (29,17,582.5 + 10,45,953.32 = Rs.39,63,535.82 rounded up to Rs.39,64,000/-) which includes 47 months & 25 days interest @ 9% per annum from the date of filing the petition till the date of award is passed in favour of petitioners and against the respondents, details of which are well mentioned in the attached proforma."

2.1 During the pendency of execution proceedings, the matter was referred to mediation and that the parties have entered into a settlement being Settlement Agreement on 25.02.2025.

3. The settlement between the parties as set out in the Settlement Agreement dated 25.02.2025 is as follows:

"1) It is mutually settled between the parties that JD No. 2 namely Shri Surender Kumar Mehta shall pay a sum of Rs. 23,00,000/- (Rupees Twenty Three Lakhs Only) to the Decree Holders in full and final settlement of the present case. Out of the said total settlement amount, the JD No.2 has already paid Rs.10,00,000/- (Rupees Ten Lakhs Only) to the Decree Holder No.1 Smt. Manju in her bank account through NEFT/IMPS on 10.01.2025 and the said facts is acknowledged by the DH No.1 Smt. Manju.

2) Now remaining settlement amount of Rs.13,00,000/- (Rupees Thirteen Lakhs Only) shall be paid by the JD No.2 Shri Surender Kumar Mehta to the Decree Holder No.1 Smt. Manju (for all DH) by way of cash against receipt or by way of DD/RTGS/NEFT/IMPS or any other valid online mode on or before 07.03.2025. The said amount shall be distributed amongst the decree holders by the DH No.1 after its receiving. At this stage, parents of the deceased (Late Shri Bablu Singh) i.e. DH No.4 & 5 have stated that they want that their share shall/should be given-to/in favour of DH No.1 Smt. Manju in terms of their mutual settlement, keeping in view of the relations and welfare of the children i.e. DH No.2 namely Ms. Meenakshi and DH No.3 namely Harsh.

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4) It is agreed between the parties that out of the said settlement amount an FDR in the sum of Rs.5,00,000/- (Rupees Five Lakhs Only) shall be made/drawn by DH No.1 Smt. Manju in favour DH No.3 i.e. minor son named "Harsh" till he attains the age of majority; and remaining amount shall be used by DH No.1 and DH no.2 namely Smt. Manju and Ms. Meenakshi as per their choice and as per their requirements."

[Emphasis supplied] 3.1 The salient terms of the Settlement Agreement are that the Petitioners have settled the matter in a sum of Rs.23 lacs out of which Rs.10 lacs has already been paid to the Petitioner No.1. The remaining Rs.13 lacs shall also be paid to the Petitioners on or before 07.03.2025. Petitioner Nos.4 and 5 have relinquished any rights in the compensation in favour of Petitioner No.1, given the view of the welfare of their grandchildren. So far as concerns the minor son (Petitioner No.3), a sum of Rs.5 lacs shall be kept as an FDR until he attains majority.

4. The Petitioner Nos. 1 and 2 are physically present in the Court today. The Court has interacted with them and they state that they have entered into a Settlement Agreement. Petitioner No.1/mother submits that she wishes to have her daughter settled and marriage of Petitioner No.2 is scheduled for 20.04.2025, hence the urgency in the requirement of funds. She submits that so far as concerns Petitioner No.3/minor son, a fixed deposit in his name shall be created.

5. Issue Notice.

5.1 Learned Counsel for the Respondents accept Notice.

6. With the consent of the parties, the matter is taken up for hearing and disposal today.

7. Learned Counsel for the parties on instructions submit that the Settlement Agreement has been entered into by the Respondents as well as the Petitioners of their own free will without any pressure or coercion.

8. Learned Counsel for the Petitioners submits that the Petitioners have already received Rs. 20 lakhs from the Respondents and out of Rs. 20 lakhs received, a fixed deposit in the sum of Rs. 5 lakhs in the name of Petitioner No.3/minor son will be created by the Petitioner No.1 within a week.
8.1 So far as concerns the balance amount of Rs. 3 lakhs that is yet to be received, it is stated that the Respondents will ensure its deposit before the learned Tribunal as was directed.

9. The Court has also perused the Settlement Agreement dated 25.02.2025. The Settlement Agreement has been executed before the mediation centre, Rohini Courts, Delhi. The agreement is signed by all the Petitioners as well as the Respondents. The agreement is lawful. The parents of the deceased Petitioner No. 4 and 5 have stated that they do not wish to take any part of the settlement amount and they will give their share to daughter in law/Petitioner No.1 keeping in view the welfare of the children, Petitioner No.2 and Petitioner No.3.

10. In view of the foregoing and given the fact that the settlement is lawful settlement, the finding of the learned Tribunal to the extent that the Petitioner No.1 has been prevented from withdrawing the amounts from her own bank account is set aside. However, the learned Tribunal has also called for the record of the bank account where the Petitioner No.1 is maintaining her savings account. The learned Tribunal is at liberty to examine the bank accounts to ensure compliance of the Settlement Agreement and take other requisite steps.

11. It is made clear that in the event the balance amount of Rs. 3 lakhs has not been deposited as per the Settlement Agreement before the learned Tribunal, the amount will be deposited as a fixed deposit in the bank account of Petitioner No.3.

12. The Petition is disposed of in the foregoing terms. Pending Application also stands closed.

13. The parties will act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J APRIL 3, 2025/r/pa Click here to check corrigendum, if any