

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO(S). 11349 OF 2018
[@ SPECIAL LEAVE PETITION (C) NO. 30261 OF 2017]

MEENAKSHI JUNEJA & ANR.

Appellant (s)

VERSUS

STATE OF NCT OF DELHI & ORS.

Respondent(s)

WITH

CIVIL APPEAL NO(S). 11350 OF 2018
[@ SPECIAL LEAVE PETITION (C) NO. 31128 OF 2018]
[DIARY NO. 42489 OF 2017]

J U D G M E N T

KURIAN, J.

1. Leave granted.
2. The parties have been in litigation for over 30 years. Finding that there is an element of settlement, we directed the parties to be present before this Court and with their consent, we appointed Mrs. Varuna Bhandari, learned counsel, to mediate between the parties.
3. We are informed that the learned mediator has spent around 150 hours of mediation, being one of the rare cases of such a long duration.

4. We are informed that the parties have settled their disputes finally. The following are the terms of settlement :-

"1. That the dispute between the parties relate to their ancestral rights in the said property and is pending for the last twenty seven years.

2. That it is agreed between the parties that in terms of the present Settlement Agreement, (a) Ground Floor of the property over the stilt area shall devolve upon the Party No.1, (b) The ownership of the First Floor will go in equal shares of 50% each to the legal heirs of the two brothers, namely, Late Mr. Gur Sarup Juneja hereinbefore mentioned as Party No. 2(i) & 2(ii) and Late Mr. Shabad Sarup Juneja hereinbefore mentioned as Party No.3(i), 3(ii) & 3(iii) respectively, (c) The ownership of the second floor shall devolve upon the Party No.4 and the Legal Heirs of Late Mrs. Sushma Arora herein

mentioned as Party No.5(i) & 5(ii), who together shall have equal rights of ownership in the said second floor respectively, as observed in the order dated 05.09.2018 passed by the Hon'ble Supreme Court relating to the respective shares of the legal heirs in the said property.

3. That the parties undertake to withdraw all pending cases against each other. The list of the cases are as follows:

(i) Civil Suit No. 7326/2016 titled "Meenakshi Juneja Versus Asha Jagota & Ors." pending before the Ld. Court of Ms.Shunali Gupta, Additional District Judge (South), Saket Court, New Delhi.

(ii) FAO No. 368/1999 as remitted back to the Court of Ld. District Judge (South), Saket Courts, New Delhi for the grant of Letters of Administration shall be withdrawn.

4. That the parties have agreed to sell the 3rd / Third Floor with roof rights to Mr. Raman Raheja S/o Kailash Chander Raheja, R/o 29/17, Top Floor, East Patel

Nagar, New Delhi for a sale consideration amount of Rs.4,00,00,000/- (Rupees Four Crores Only). That out of the total sale consideration amount of Rs.4,00,00,000/- (Rupees Four Crores Only) the sum of Rs. 3,00,00,000/- (Rupees Three Crores only) shall be the cost of the construction which shall be paid to M/s. Satsangi Constructions through their Sole Proprietor namely Mr. Sundeep Saxena O/o A-1, Soami Nagar, New Delhi which shall be used by M/s Satsangi Constructions for procuring the requisite permissions, sanctions and approvals for development, construction and completion of the new building on the said property.

5. That the parties have agreed that the remaining sum of Rs.1,00,00,000/- (Rupees One Crores Only) will be deposited by Sh. Raman Raheja with the Registry of the Hon'ble Supreme Court of India on or before 27.11.2018 and the said amount of Rs.1,00,00,000/- (Rupees One Crores Only) shall be divided by

the Registry of the Hon'ble Supreme Court of India between the Party No. 2(i), 2(ii) and Party No.3(i), 3(ii) & 3(iii) and Party No.4 and Party No.5(i) & 5(ii) respectively with any accrued interest on finalization of drawings on or before 15.01.2019. Thereafter, the concerned parties will file an application for release of their respective shares in the manner as has been mentioned below. However, in case the drawings are not finalized by 15.01.2019, the Ld. Mediator Ms. Varuna Bhandari Gugnani will conduct a joint session with all the parties to the Collaboration Agreement on 16.01.2019 and the drawings shall be finalized with the assistance of the Ld. Mediator. The said amount shall be disbursed as follows:

(i) Rs.12,50,000/- (Rupees Twelve Lacs Fifty Thousand Only) to be paid in favour of Ms.Meenakshi Juneja by way of DD/Cheque/Pay Order;

(ii) Rs.12,50,000/- (Rupees Twelve Lacs Fifty Thousand Only) to be paid in favour of Ms.Heena Juneja by way of DD/Cheque/Pay Order;

(iii) Rs.8,33,333.33/- (Rupees Eight Lacs Thirty Three Thousand Three Hundred Thirty Three and Thirty Three Paise Only) to be paid in favour of Ms.Neeru Juneja by way of DD/Cheque/Pay Order;

(iv) Rs.8,33,333.33/- (Rupees Eight Lacs Thirty Three Thousand Three Hundred Thirty Three and Thirty Three Paise Only) to be paid in favour of Mr.Dheeraj Juneja by way of DD/Cheque/Pay Order;

(v) Rs.8,33,333.33/- (Rupees Eight Lacs Thirty Three Thousand Three Hundred Thirty Three and Thirty Three Paise Only) to be paid in favour of Ms.Swati Juneja by way of DD/Cheque/Pay Order;

(vi) Rs.25,00,000/- (Rupees Twenty Five Lacs Only) to be paid in favour of Ms.Asha Jagota by way of DD/Cheque/Pay Order;

(vii) Rs.12,50,000/- (Rupees Twelve Lacs Fifty Thousand Only) to be paid in favour of Mr.Prem Arora by way of DD/Cheque/Pay Order;

(viii) Rs.12,50,000/- (Rupees Twelve Lacs Fifty Thousand Only) to be paid in favour of Ms. Seema Arora by way of DD/Cheque/Pay Order.

6. That it has been further agreed between the parties that the construction of the said property shall be carried out by the construction firm namely "M/s Satsangi Constructions" through their Sole Proprietor namely Mr. Sundeep Saxena O/o A-1, Soami Nagar, New Delhi who is a contractor and is having vast experience in construction of buildings and has agreed to construct the said property as per the agreed terms.

7. That the parties to the present agreement have also executed a Collaboration Agreement dated 26.11.2018 in respect of said Property alongwith Mr. Raman

Raheja (the Purchaser) and M/s Satsangi Constructions through its Proprietor Mr. Sundeep Saxena (Contractor) on 26.11.2018 and thereafter M/s Satsangi Constructions after receiving the amount as per the agreed terms from Mr. Raman Raheja will construct the said property in conformity with the Construction Specifications, plans, drawings and elevation qua the said property as agreed between the parties. A copy of the Collaboration Agreement dated 26.11.2018 and the Construction Specifications are annexed herewith and marked as ANNEXURE – B & ANNEXURE – C respectively.

8. That it has further been agreed between the parties that in addition, Mr. Raman Raheja shall pay a sum of Rs. 11,00,000/- (Rupees Eleven Lacs only) or any other amount exclusively towards the MCD Charges/Approval/ASI/Betterment charges etc. and Mr. Sanjeev Juneja shall pay a sum of Rs. 11,69,700/- (Eleven Lacs Sixty Nine Thousand Seven Hundred only)

or any other amount exclusively towards the Architects Fee.

9. That all the parties shall collectively assist M/s Satsangi Constructions in getting the necessary approvals from the concerned authorities for the construction of the said property or required for ensuring the due execution of the proposed work of development and construction of the proposed building latest by 31.12.2018. A Special Power of Attorney dated 26.11.2018 has been executed by the parties in favour of M/s Satsangi Constructions through its Proprietor Mr. Sundeep Saxena (Contractor), a copy of which is annexed herewith and marked as ANNEXURE – D.

10. That it is further agreed between the parties that all the plans, drawings and elevations of the said intended building and the specification of the works to be done have to be finalized latest by 15.01.2019.

11. That as soon as all the plans, drawings and elevations of the

said intended four floors are complete, the Parties will execute a Conveyance Deed on or before 01.02.2019 in favour of Mr. Raman Raheja in respect of the Third Floor along with roof right. The said conveyance deed will be registered before the Office of Sub-Registrar, Saket, New Delhi and the expenses in respect of the execution of the Conveyance Deed shall be borne exclusively by Mr. Raman Raheja.

12. That the First Party who is in possession of the said property shall vacate the said property within 30 days of getting the permissions from the concerned authorities to commence construction, in any event, not later than 01.03.2019.

13. That the parties further undertake to keep Sh. Raman Raheja indemnified against any interpersonal disputes which may arise in future qua the said property and especially in regard to the Third Floor and the roof rights.

14. That the First Party has placed on record the Special Power of Attorney dated 20.11.2018 duly executed in his favour by Mr. Prem Arora & Ms. Seema Arora [Party No. 5(i) & 5(ii)] at Quebec, Canada. The First Party undertakes that he will enter settlement on behalf of Mr. Prem Arora & Ms. Seema Arora and will do all lawful acts and things in connection with the above referred matter.

15. That the parties further agree that any proceedings either civil, criminal or revenue pending between the parties and not mentioned in the present agreement shall be treated as abated after the present Settlement.

16. That the Parties undertake that henceforth them or anybody on their behalf would not file any civil / criminal complaint / FIR or any case against each other and / or their family members with regard to the said property.

17. That after the signing of the present Settlement Agreement, the respective parties further

undertake not to indulge in any acts which may result in the harassment and annoyance to the Other Party.

18. That the parties have entered into the present settlement amicably and by their own free will and choice and without any undue influence, coercion and fraud, mistake and misrepresentation and undertake to abide by the same for all times to come."

5. As part of the settlement, Mr. Raman Juneja is permitted to deposit an amount of Rs.1,00,000,00/- (Rupees One Crore), by way of two cheques, on or before 28.11.2018. The amount will be disbursed to the following beneficiaries after the execution of the Collaboration Agreement and hand over of possession to the builder for construction :-

"(i) Rs.12,50,000/- (Rupees Twelve Lacs Fifty Thousand Only) to be paid in favour of Ms.Meenakshi Juneja by way of DD/Cheque/Pay Order;

(ii) Rs.12,50,000/- (Rupees Twelve Lacs Fifty Thousand Only) to be paid in favour of Ms.Heena Juneja by way of DD/Cheque/Pay Order;

(iii) Rs.8,33,333.33/- (Rupees Eight Lacs Thirty Three Thousand Three Hundred Thirty Three and Thirty Three Paise Only) to be paid in favour of Ms.Neeru Juneja by way of DD/Cheque/Pay Order;

(iv) Rs.8,33,333.33/- (Rupees Eight Lacs Thirty Three Thousand Three Hundred Thirty Three and Thirty Three Paise Only) to be paid in favour of Mr.Dheeraj Juneja by way of DD/Cheque/Pay Order;

(v) Rs.8,33,333.33/- (Rupees Eight Lacs Thirty Three Thousand Three Hundred Thirty Three and Thirty Three Paise Only) to be paid in favour of Ms.Swati Juneja by way of DD/Cheque/Pay Order;

(vi) Rs.25,00,000/- (Rupees Twenty Five Lacs Only) to be paid in favour of Ms.Asha Jagota by way of DD/Cheque/Pay Order;

(vii) Rs.12,50,000/- (Rupees Twelve Lacs Fifty Thousand Only) to be paid in favour of Mr.Prem Arora by way of DD/Cheque/Pay Order;

(viii) Rs.12,50,000/- (Rupees Twelve Lacs Fifty Thousand Only) to be paid in favour of Ms. Seema Arora by way of DD/Cheque/Pay Order."

6. The appeals are disposed of in terms of the settlement. We record our special appreciation for the arduous efforts taken by the learned mediator for helping the parties to arrive at the settlement. As agreed by the parties, an amount of Rs. 7,50,000/- (Seven Lakhs and Fifty Thousand) [1.5 Lakhs per floor owners (1.5 Lakhs X 4) and 1.5 Lakhs to be paid by Sundeep Saxena, Contractor] shall be given to the learned mediator, though the learned mediator has consistently declined to accept any remuneration as she is passionately interested in only probono mediation.

7. The parties are directed to abide by the terms of settlement.

.....J.
[KURIAN JOSEPH]

.....J.
[HEMANT GUPTA]

New Delhi;
November 26, 2018.