

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 5203 OF 2013  
(ARISING OUT OF SPECIAL LEAVE PETITION (C) NO. 5998 OF 2010)

INDU SINGH

APPELLANT

VERSUS

AMIT SINGH AND OTHERS

RESPONDENTS

O R D E R

Leave granted.

2. The contesting parties Indu Singh, Amit Singh, Deepshikha and Prem Chaudhary are present along with their senior counsel, counsel and advocate-on-record.

3. In the suit for declaration, partition, permanent and mandatory injunction and rendition of accounts relating to estate of late Hardwari Lal and Vidyawati filed in the Delhi High Court by the appellant- Indu Singh and respondent No. 2- Deepshikha (plaintiff Nos. 1 and 2 respectively) against respondent No. 3 - Prem Chaudhary (defendant No. 1) and some others, a compromise was arrived at between the contesting parties and an application under Order XXIII Rule 3 read with Section 151 of Code of Civil Procedure, 1908 was made on behalf of plaintiffs and defendant No. 1. In light of the compromise, Amit Singh (respondent No. 1) was impleaded as one of the defendants in the suit. Clauses 10,11 and 12 of the compromise, which are relevant for the present purposes, read as under:

"10. It is also agreed between the parties that the share of Mrs. Indu Singh (plaintiff No. 1) in the said immovable property shall be given to her son Amit Singh as per her wish and who will be impleaded as a party to the present suit, before the preliminary decree is passed as per the compromise between the parties.

11. It is agreed between the parties that plaintiff No.1 and her son Mr Amit Singh and his family who is claiming possession through plaintiff No. 1 would vacate the portion of the property in their occupation as soon as the buyer of the property is finalised by the parties. The defendant No. 1 shall also vacate the premises under her occupation on or before the sale of the property is finalised.

12. It is also agreed between the parties that the sale deed shall be executed by plaintiff Nos. 1 and 2 and the defendant No. 1 in favour of the buyer."

4. Learned Single Judge recorded the compromise in the order dated July 7, 2008 and passed the preliminary decree in terms thereof on that date.

5. Later on, Indu Singh (plaintiff No. 1) made an application before the Single Judge for recalling/modification of the order dated July 7, 2008 to the extent of clauses 10 and 11 of the compromise.

6. Learned Single Judge allowed the application on March 26, 2009.

7. Not satisfied with the order dated March 26, 2009, Amit Singh (who was impleaded as one of the defendants) filed an intra court appeal. The Division Bench allowed the appeal on November 30, 2009. It is from this order that the present appeal by special leave has arisen.

8. This Court, having regard to the nature of the dispute between the appellant (mother) and respondent No. 1 (son), on April 20, 2012 referred the dispute for amicable resolution through the process of mediation to Ms. Sadhana Ramachandran, In-charge, Delhi High Court Mediation Centre.

9. Ms. Sadhana Ramachandran, Mediator proceeded with the mediation pursuant to the above order and held nine mediation sessions. With her efforts, the parties came closer and agreed for certain things but, disagreement with regard to ratio in which the sale proceeds would be divided between them remained. The mother-Indu Singh was agreeable to a ratio of 40:60 i.e. 40% to her and 60% to the son while son, Amit Singh was agreeable to a ratio of 35:65 i.e. 35% to the mother and 65% to him. The mediator was not able to resolve the difference of 5% between the parties.

10. Today, in the course of arguments, we discussed the matter with the appellant and respondent No. 1 in the presence of their respective senior counsel and counsel and other contesting parties viz; Deepshikha and Prem Chaudhary. With some discussion, mother and son (appellant and respondent No. 1 herein) agreed to a ratio of 36.50:63.50 i.e. 36.50% to the mother and 63.50% to the son. Deepshikha and Prem Chaudhary (respondent Nos. 2 and 3 respectively herein) also expressed their consent to the above.

11. In light of the oral agreement expressed by the above parties before us, we asked the advocate-on-record and counsel for the parties to reduce the agreed terms in writing and submit the same to the Court. As there was paucity of time, the agreed terms were written in hand and signed by the above four parties and handed over to the court which is marked 'X' for identification purposes.

12. We are satisfied that the agreed terms are for the benefit of the parties. We are happy to note that both mother and son showed maturity for amicable resolution of the dispute.

13. We may note that according to the agreed terms now before this Court, clause 10 of the Compromise Terms, which has been noted above, is agreed to be substituted by the following:

"That the share of Ms. Indu Singh in the said immovable property shall be divided between Indu Singh and her son Amit Singh in the ratio of 36.5% and 63.5% respectively"

Similarly, clause 12 of the Compromise Terms is agreed to be substituted as follows:

"That the sale deed shall be executed by plaintiffs 1 and 2 and the defendant No. 1 in favour of the buyer. It is also agreed that the defendant Amit Singh will be the confirming party to the sale deed."

14. All other terms and conditions of the compromise, as extracted in the Preliminary Decree dated July 7, 2008, remain as it is without any alteration, modification or variation.

15. We direct that clauses 10 and 12 of the Compromise Terms in the preliminary decree shall now stand substituted by the clauses which have been reproduced in para 13 above. The order of the learned Single Judge dated March 26, 2009 and the order of the Division Bench dated November 30, 2009 stand modified accordingly.

15A. The High Court shall now proceed with the matter further

appropriately.

16. Appeal is disposed of as above with no order as to costs.

.....J.  
( R.M. LODHA )

NEW DELHI;  
JULY 5, 2013.

.....J.  
( SUDHANSU JYOTI MUKHOPADHAYA )

ITEM NO.46

COURT NO.4

SECTION XIV

S U P R E M E C O U R T O F I N D I A  
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (Civil) No(s).5998/2010

(From the judgement and order dated 30/11/2009 in FAO No.143/2009 of The

HIGH COURT OF DELHI AT N. DELHI)

INDU SINGH

Petitioner(s)

VERSUS

AMIT SINGH & ORS.

Respondent(s)

(With appln(s) for modification and direction and with prayer for interim relief and office report )

Date: 05/07/2013 This Petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE R.M. LODHA

HON'BLE MR. JUSTICE SUDHANSU JYOTI MUKHOPADHAYA

For Petitioner(s)

Mr. Ramesh Singh, Adv.  
Mr. Nikhil Goel, Adv.  
Mr. Marsook Bafaki, Adv.  
Mr Shivraj Goankar, Adv. for  
Mrs Sheela Goel, Adv.

For Respondent(s)

R-1 Mr. Ranjit Kumar Sr Adv.  
Ms. Deepali, Adv.  
Mr. Anant Gosh, Adv.  
Mr. Subramanium Prasad, Adv.

R-2

Mr. Y.P. Narula, Sr Adv.  
Mr. Manoj K.Mishra, Adv.  
Mr. A. Chaudhary, Adv.

Mr. D.N. Goburdhan ,Adv

: 2 :

UPON hearing counsel the Court made the following  
O R D E R

Leave granted.

Appeal is disposed of in terms of signed order with no order as to costs. Pending I.A.(s), if any, stands disposed of.

|(Pardeep Kumar)  
|Court Master

|(Renu Diwan)  
|Court Master

[SIGNED ORDER IS PLACED ON THE FILE ]