

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 7213 OF 2001

CHITTARANJAN PARK BANGIA SAMAJ ... APPELLANT(S)

VERSUS

BASABIKA BHATTACHARJEE ... RESPONDENT(S)

O R D E R

This appeal is preferred by the appellant-Chittaranjan Park Bangia Samaj, a society registered under the Societies Registration Act (hereinafter referred to as "the society") against the Order dated 14.12.2000 passed by learned Single Judge of High Court of Delhi in Civil Revision No. 523 of 1999. By the said Order, learned Single Judge observed that the impugned order was passed in absence of the petitioner (appellant herein) and as such it could have been treated as an application under Order 9 Rule 7 and affirmed the Order dated 22.3.1999 passed by Civil Judge, Tiz Hazari, rejecting the application filed by the appellant under Order 9, Rule 7 read with Section 151 of the Civil Procedure Code in Suit No. 263 of 1992.

The dispute started when the respondent filed Suit No. 2228 of 1992 before the High Court of Delhi which was subsequently dismissed in default for non-prosecution. Another suit bearing No. 263 of 1992 for the same relief was filed by the respondent before the Civil Judge, Tiz Hazari praying for declaration and permanent injunction. A number of orders have been passed from time to time by different courts and the High Court of Delhi including the Order in Revision Petition under Section 115 of the Civil Procedure Code giving rise to the present appeal.

The stand taken by the respondent is that she is the tenant of the society but this was disputed by the counsel for the appellant. According to the appellant, the respondent was only allowed to use the premises being a Homeopathic Doctor in the interest of the members of the society.

On 23.07.2013 when the appeal was taken up, learned counsel appearing on behalf of the parties submitted that there was a possibility of settlement in the matter which they may work out during the course of the day. The case was adjourned.

Today, when the matter was taken up, learned counsel for the parties filed a joint Settlement entered into between the parties on 24.07.2013 as signed by one S. Bhattacharya, General Secretary of the society, Basabika Bhattacharjee, the respondent, and their respective counsel.

Both, the General Secretary of the appellant-society and the respondent are present in person.

The terms of Settlement entered between the parties on 24.07.2013 are as follows:

"The Appellant has agreed to not to interfere with the possession of the Respondent of the suit premise till 31.03.2016 in any manner provided the following terms and conditions are satisfied by the Respondent which are as follows:-

- 1) The Respondent shall pay all the arrear amount Rs. 80,000/- (Rupees Eighty Thousand only) for the period of use and occupation of the suit premise from 1992 to July, 2013. Rs. 40,000/- will be paid on or before 31.08.2013 and the remaining Rs. 40,000/- will be paid on or before 31.12.2013 positively to the Appellant.
- 2) The Respondent shall pay @ Rs. 4000/- (Rupees Four thousand only) per month for the use and occupation of the suit premise from 01.08.2013 till 31.03.2016 regularly within 10th of the current month without any default. Any default in payment by the Respondent would constitute violation of the terms of the settlement.
- 3) The Respondent shall not induct any person to use the suit premise during the said period till 31.03.2016.
- 4) The Respondent shall handover peaceful and vacant possession to the Appellant on and before 31.03.2016. The Appellant would not in any act as an hindrance to the Respondent in carrying out her profession from the suit premise and the Appellant will not disturb in any manner the patients coming to consult the Respondent in the clinic and will not damage the suit premise occupied by the Respondent. The Respondent would not in any act as an hindrance to the Appellant in carrying out their activities from the said building of the Appellant in any manner to the Appellant. The Respondent would not damage the suit premise.
- 5) The Appellant and the Respondent would withdraw all their pending cases directly against each other in any of the Courts in Delhi.
- 6) The Appellant and the Respondent have entered into the present settlement with their free will, without any coercion, undue influence, inducement after taking into considerations their own interests.
- 7) The Appellant and the Respondent have resolved to abide the abovementioned conditions and would not violate the same during the tenure of the agreement."

With regard to the fact that now the parties have amicably settled the matter in terms of the settlement, as quoted above, we dispose of this appeal with direction to the parties to act in terms of the settlement and withdraw all their cases directly against each other pending in any of the Court in Delhi, as agreed by the parties.

In view of the aforesaid settlement reached between the parties, we are not inclined to decide the dispute between the parties. The settlement reached between the parties be treated to be the direction of this Court.

The appeal stands disposed of with the aforesaid observations and directions.

No costs.

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

.....J.
(KURIAN JOSEPH)

New Delhi;
July 24, 2013

ITEM NO.102 COURT NO.10 REVISED
SECTION XIV

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS
CIVIL APPEAL NO(s). 7213 OF 2001

CHITTARANJAN PARK BANGIA SAMAJ Appellant (s)

VERSUS

BASABIKA BHATTACHARJEE Respondent(s)

(With appln(s) for exemption from filing O.T. and permission to file additional documents and office report)

Date: 24/07/2013 This Appeal was called on for hearing today.

CORAM :
HON'BLE MR. JUSTICE SUDHANSU JYOTI MUKHOPADHAYA
HON'BLE MR. JUSTICE KURIAN JOSEPH

For Appellant(s) Mr. Pravir Choudhary,Adv.

For Respondent(s) Mr. M.A.Chinnasamy,Adv.
Mr. S. Muthu Krishnan, Adv.
Mr. K. Krishna Kumar, Adv.

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

The appeal stands disposed of in terms of the signed order.
No costs.

| (S.K. Rakheja) | | (Indu Bala Kapur) |
| Court Master | | Court Master |

(Signed order is placed on the file)

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 7213 OF 2001

CHITTARANJAN PARK BANGIA SAMAJ ... APPELLANT(S)

VERSUS

BASABIKA BHATTACHARJEE

... RESPONDENT(S)

O R D E R

This appeal is preferred by the appellant-Chittaranjan Park Bangia Samaj, a society registered under the Societies Registration Act (hereinafter referred to as "the society") against the Order dated 14.12.2000 passed by learned Single Judge of High Court of Delhi in Civil Revision No. 523 of 1999. By the said Order, learned Single Judge observed that the impugned order was passed in absence of the petitioner (appellant herein) and as such it could have been treated as an application under Order 9 Rule 7 and affirmed the Order dated 22.3.1999 passed by Civil Judge, Tiz Hazari, rejecting the application filed by the appellant under Order 9, Rule 7 read with Section 151 of the Civil Procedure Code in Suit No. 263 of 1992.

The dispute started when the respondent filed Suit No. 2228 of 1992 before the High Court of Delhi which was subsequently dismissed in default for non-prosecution. Another suit bearing No. 263 of 1992 for the same relief was filed by the respondent before the Civil Judge, Tiz Hazari praying for declaration and permanent injunction. A number of orders have been passed from time to time by different courts and the High Court of Delhi including the Order in Revision Petition under Section 115 of the Civil Procedure Code giving rise to the present appeal.

The stand taken by the respondent is that she is the tenant of the society but this was disputed by the counsel for the appellant. According to the appellant, the respondent was only allowed to use the premises being a Homeopathic Doctor in the interest of the members of the society.

On 23.07.2013 when the appeal was taken up, learned counsel appearing on behalf of the parties submitted that there was a possibility of settlement in the matter which they may work out during the course of the day. The case was adjourned.

Today, when the matter was taken up, learned counsel for the parties filed a joint Settlement entered into between the parties on 24.07.2013 as signed by one S. Bhattacharya, General Secretary of the society, Basabika Bhattacharjee, the respondent, and their respective counsel.

Both, the General Secretary of the appellant-society and the respondent are present in person.

The terms of Settlement entered between the parties on 24.07.2013 are as follows:

"The Appellant has agreed to not to interfere with the possession of the Respondent of the suit premise till 31.03.2016 in any manner provided the following terms and conditions are satisfied by the Respondent which are as follows:-

- 8) The Respondent shall pay all the arrear amount Rs. 80,000/- (Rupees Eighty Thousand only) for the period of use and occupation of the suit premise from 1992 to July, 2013. Rs. 40,000/- will be paid on or before 31.08.2013 and the remaining Rs. 40,000/- will be paid on or before 31.10.2013 positively to the Appellant.

- 9) The Respondent shall pay @ Rs. 4000/- (Rupees Four thousand only) per month for the use and occupation of the suit premise from 01.08.2013 till 31.03.2016 regularly within 10th of the current month without any default. Any default in payment by the Respondent would constitute violation of the terms of the settlement.
- 10) The Respondent shall not induct any person to use the suit premise during the said period till 31.03.2016.
- 11) The Respondent shall handover peaceful and vacant possession to the Appellant on and before 31.03.2016. The Appellant would not in any act as an hindrance to the Respondent in carrying out her profession from the suit premise and the Appellant will not disturb in any manner the patients coming to consult the Respondent in the clinic and will not damage the suit premise occupied by the Respondent. The Respondent would not in any act as an hindrance to the Appellant in carrying out their activities from the said building of the Appellant in any manner to the Appellant. The Respondent would not damage the suit premise.
- 12) The Appellant and the Respondent would withdraw all their pending cases directly against each other in any of the Courts in Delhi.
- 13) The Appellant and the Respondent have entered into the present settlement with their free will, without any coercion, undue influence, inducement after taking into considerations their own interests.
- 14) The Appellant and the Respondent have resolved to abide the abovementioned conditions and would not violate the same during the tenure of the agreement."

With regard to the fact that now the parties have amicably settled the matter in terms of the settlement, as quoted above, we dispose of this appeal with direction to the parties to act in terms of the settlement and withdraw all their cases directly against each other pending in any of the Court in Delhi, as agreed by the parties.

In view of the aforesaid settlement reached between the parties, we are not inclined to decide the dispute between the parties. The settlement reached between the parties be treated to be the direction of this Court.

The appeal stands disposed of with the aforesaid observations and directions.

No costs.

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

.....J.
(KURIAN JOSEPH)

New Delhi;
July 24, 2013

ITEM NO.102

COURT NO.10

SECTION XIV

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS
CIVIL APPEAL NO(s). 7213 OF 2001

CHITTARANJAN PARK BANGIA SAMAJ

Appellant (s)

VERSUS

BASABIKA BHATTACHARJEE

Respondent(s)

(With appln(s) for exemption from filing O.T. and permission to file additional documents and office report)

Date: 24/07/2013 This Appeal was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE SUDHANSU JYOTI MUKHOPADHAYA
HON'BLE MR. JUSTICE KURIAN JOSEPH

For Appellant(s) Mr. Pravir Choudhary, Adv.

For Respondent(s) Mr. M.A.Chinnasamy, Adv.
Mr. S. Muthu Krishnan, Adv.
Mr. K. Krishna Kumar, Adv.

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

The appeal stands disposed of in terms of the signed order.

No costs.

| (S.K. Rakheja)
| Court Master

| |(Indu Bala Kapur)
| | Court Master

|
|
|

(Signed order is placed on the file)