

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). 2600-2602 OF 1998

M/S. JOHN TINSON & CO. PVT. LTD. & ORS.

Appellant (s)

VERSUS

B.K. MALHAN (D) THROUGH LRS. & ORS.

Respondent(s)

(With office report)

WITH

Civil Appeal NO. 2603 of 1998

Civil Appeal NO. 2604 of 1998

S.L.P.(C) NO. 718-719 of 2001

(With prayer for interim relief and office report)

Date: 02/08/2005 These Appeals were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE S.N. VARIAVA

HON'BLE DR. JUSTICE AR. LAKSHMANAN

For Appellant(s)

Mr. Rajiv Sawhney, Sr.Adv.

In CA 2600-02/98

Mr. Ravi Kant Chadha, Adv.

& SLP 718-19/01

Mr. Praveen Kumar,Adv.

In CA 2603 & 2604

of 1998

Mr. Arun K. Sinha, Adv.

For Respondent Nos.

1 and 2

Ms. Suruchii Aggarwal,Adv.

For Respondent Nos.

3 to 9

Mr. Arun K. Sinha ,Adv

UPON hearing counsel the Court made the following

O R D E R

Consent Terms dated 29th July, 2005, filed in Court, are taken on record.

List on 8th August, 2005.

Anita

(Jasbir Singh)

Court Master

(Detailed Signed Order is placed on the file.)

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS. 2600-2602 OF 1998

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SPECIAL LEAVE PETITION (CIVIL) NOS. 718-719 OF 2001

O R D E R

In full and final settlement of all disputes between the parties in the abovesaid matters, before this Court as also in full and final settlement of disputes covered by Suit No. 2424/2001 pending before Shri Daljeet Singh, ADJ, Tis Hazari Courts, Delhi and Company Petition No. 38 of 2004 in the Company Law Board, parties have filed Consent Terms which are taken on record.

In view thereof, it is ordered as follows:-

1. M/s. Kothari & Associates (Roopak Kothari) are appointed as Valuers to undertake and value the property bearing No. 54 Janpath, New Delhi subject to the tenancies of Bank of India, the United India Insurance Company and M.R.Venkataraman and Company (three rooms at back of 1st floor).
2. The Valuer shall submit his detailed valuation report before this Court within 7 days.
3. The fees of the Valuer will be paid equally by both the parties.
4. The value of the property shall be done subject to the 3 tenancies, namely, Bank of India, the United India Insurance Company and

M.R.Venkataraman and Company (three rooms at back of 1st floor).

For the rest of the property, it shall be on the basis of the vacant area.

5. Both parties undertake to this Court that they shall not challenge the valuation report which shall be binding on all parties. This Court shall fix the final price based on the valuation report.
6. The Appellants shall pay the price fixed by this Court within a period of 60 days from date of fixing of the price.
7. The payment shall be made by Bank Draft in this Court. Against the aforesaid payment to Mrs. Surjeet Malhan, she shall execute Transfer Deeds relating to her and late Mr. Malhan's shares and hand over all shares certificates of M/s. John Tinson & Co. Pvt. Ltd. including those held by her late husband Mr. B.K.Malhan and those held by her jointly with others to Mrs. Sulochana Bhagat/Mr. Shashank Bhagat for transfer to them/their nominees.
8. Against the receipt of the aforesaid shares the Appellants and the Company John Tinson & Co. Pvt. Ltd. (duly supported by Board resolution) will execute 'No Claim Certificates' in favour of Mrs. Malhan, her successors and/or her assigns or any person claiming through her. M/s. John Tinson & Co. Pvt. Ltd. will be deemed to have taken over all liabilities and Mrs. Surjeet Malhan will not have any third party liability qua the company.
9. In the event of default of payment of the price fixed by this Court as

per paragraph 5 hereinabove, within 60 days, then in that event the Appellants, Bhagat Group, Mr. Shashank Bhagat, Mrs. Sulochana Bhagat, and all companies, namely Bhagat Industrial Corporation Ltd., B.I.Publications Pvt. Ltd., Brite Leasing & Finance Ltd., S.B.Jewels Pvt. Ltd., Digvijay Chemicals Pvt. Ltd., Office Machines Pvt. Ltd., B.I.Churchill Livingstones Pvt. Ltd., M/s. S.B.Bhagat & Sons Pvt. Ltd., M/s. Roneo Vickers India Ltd., British Institute of Engineering & Technology Pvt. Ltd. owned, managed and controlled by them, the Bhagat Group and their employees and agents/other than the tenants as mentioned in para 4 above who are using and/or occupying any portion of 54, Janpath, New Delhi shall hand over vacant and peaceful possession in Court to Mrs.Surjeet Malhan through her Advocate. Simultaneously Shashank Bhagat will be reimbursed all liabilities of the Company as on 11.9.1970. The liability of M/s. John Tinson & Co.Pvt. after 11.9.1970 up to date will be discharged by Mr. Shashank Bhagat and Smt. Sulochana Bhagat. The company M/s. John Tinson & Co. Pvt. Ltd. and whole property 54, Janpath, New Delhi will be under the ownership and control of Mrs. Surjeet Malhan on the condition that Mrs. Surjeet Malhan shall make applications to withdraw all her complaints filed before the income-tax authorities and do other things reasonably required in that connection and provide all assistance to the Bhagat Group to challenge the income tax claims in

accordance with law.

10. Rs. 74,000/- deposited in the Hon'ble High Court of Himachal Pradesh at Shimla relating to the preference shares shall be withdrawn by Mrs. S. Malhan through her Advocate.

11. All parties including the companies mentioned in para 9 will file within one week their undertakings (supported by board Resolutions) to the effect that they are bound by and will abide by the terms of the settlement.

12. Mr. Shashank Bhagat and Mrs. Sulochana Bhagat and all companies mentioned in para 9 shall file undertakings that the price fixed by this Court if not paid within 60 days of the price determined by this Court they shall hand over vacant and peaceful possession of the portions of the property no. 54, Janpath, New Delhi occupied by them and the companies as stated in para 9 above, by delivering the keys in this Court.

13. Pending the completion of this settlement Mrs. Sulochana Bhagat and Mr. Shashank Bhagat (Bhagat Group) as mentioned in para 9 above, shall not alienate, encumber or otherwise deal with the property 54, Janpath, New Delhi.

List on 8th August, 2005.

.....J.

(S.N. Variava)

.....J.

(Dr.AR.Lakshmanan)

New Delhi,

August 02, 2005.