

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (Civil) No(s).21740/2005

(From the judgement and order dated 22/09/2005 in
of The HIGH COURT OF DELHI AT N. DELHI)

FAO No. 55/2005

H.P.S. CHAWLA

Petitioner(s)

VERSUS

N.P.S.CHAWLA & ORS.

Respondent(s)

(With appln(s) for directions, permission to place addl. documents on
record and prayer for interim relief and office report)
(For final disposal)

Date: 15/07/2010 This Petition was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE R.V. RAVEENDRAN
HON'BLE MR. JUSTICE H.L. GOKHALE

For Petitioner(s) Mr. Harshvir Pratap Sharma, Adv.
Mr. K.S. Rana, Adv.

For Respondent(s) Mr. S.C. Dhanda, Adv.
Mr. H.K. Puri, Adv.
Mr. V.M. Chauhan, Adv.
Ms. Priya Puri, Adv.

Mrs. Rekha Palli, Adv.

Mr. Rajeev Sharma, Adv.

Mr. Vikas Dhawan, Adv.
Ms. Shally Bhasin Maheshwari, Adv.
Ms. Barsha Misra, Adv.

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

Leave granted.

Appeal is disposed of in terms of the signed
order.

(Ravi P. Verma)
Court Master

(M.S. Negi)
Court Master

[Signed order is placed on the file]

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO.5452 OF 2010
[Arising out of SLP(C) No.21740/2005]

H.P.S. CHAWLA

.....APPELLANT

Versus

N.P.S. CHAWLA AND ORS.

.....RESPONDENTS

O R D E R

Leave granted.

2. Respondent No.2, respondent No.1 and appellant are the sons and respondent No.3 is the daughter of late Smt. Ram Piari Chawla. She died on 27.10.1990 leaving a registered Will dated 4.7.1986. By the said Will, she disinherited her first son T.P.S. Chawla, by bequeathing only Rupee one to him and bequeathed all her assets in favour of the remaining three children - appellant and respondents 1 and 3, in equal shares. She appointed the first respondent and the appellant as the joint executors of the Will.

3. The first respondent filed an application for grant of probate before the Delhi High Court. The appellant, did not contest the said petition as he was not disputing the Will or the bequests therein. The proceedings for probate were contested by the second respondent-T.P.S. Chawla,2.

- 2 -

though he also did not challenge the execution of the Will. He was aggrieved by certain recitals made in para 4 of the Will about his conduct. He wanted deletion of those in the probate. The learned single Judge of the High Court, by order dated 17.1.2005, granted probate in favour of the first respondent. The learned single Judge directed paragraph 4 of the Will would stand deleted while granting probate or granting certified copies. Thus, the issue with reference to the second respondent was sorted out and he was no longer interested in the matter.

4. The said order granting probate to first respondent was challenged by the appellant herein by filing an appeal, on the ground that he ought to have been made a joint-executor. The said appeal was dismissed by a Division

Bench of the High Court, by the impugned order dated 22.9.2005 which is challenged in this appeal by special leave.

5. After arguing the matter for some time, the learned counsel for appellant and respondents 1 and 3 submitted that they have settled their differences relating to the estate of late Smt. Ram Piari Chawla which is covered by the Will and in view of it, there is no need for appointing the appellant as joint executor along with the first respondent.

....3.

- 3 -

6. The appellant and the first respondent are present with their respective counsel. The third respondent is represented by the first respondent as her attorney holder. Counsel for the third respondent is also present. The second respondent, as noticed above, was not being interested in the subject matter of the appeal. The parties have submitted a joint memo containing the terms agreed and they admit execution of the joint memo. Having examined the said terms, we find that this is a fit case where the appeal should be disposed of by recording the terms of the joint memo.

7. We, accordingly, record the agreed terms by extracting the joint memo:

"It is agreed between the parties that the case above noted be disposed of on the following terms and conditions:

(1) The subject matter of the dispute is all properties as per the Will of late Ram Piari Chawla namely: (1) E-23, Defence Colony, New Delhi, (2) Farm House at village Jaunapur, New Delhi, as also UTI and the National Saving Certificates mentioned in the Will. The amount lying in the said Account shall be distributed immediately.

(2) It is agreed between the parties that the above said properties shall be disposed of on the following terms and conditions:

....4.

- 4 -

(a) As regard the Units and National Saving Certificate which have been encashed the proceeds of which are deposited in the account of the Estate of Smt. Ram Piari Chawla with Standard Chartered Bank, Malcha Marg, Chanakya Puri, New Delhi. These amounts shall be divided equally amongst the three legatees.

(b) The two properties namely (1) E-23, Defence Colony, New Delhi and (2) Jaunapur Farm at village Jaunapur, New Delhi are valued at Rs.40.00 crores (Rupees forty crores only) and Rs.8.00 crores (Rupees eight crores only) respectively.

(3) It is agreed that Shri HPS Chawla shall pay Rs.16.00 crores each to Dr. NPS Chawla and Ms. Nirmal Danieri Chawla on or before 31.10.2010 for the purchase of properties namely E-23, Defence Colony and Jaunapur Farm.

(4) After the payment of Rs.16 crores each to Dr. NPS Chawla and Smt. Nirmal Chawla, Harinder Pal Chawla or its nominees will be exclusive owner of both properties.

(5) Dr. NPS Chawla and Mrs. Nirmal Chawla will execute all necessary papers, documents for the purposes of sale/transfer/assignment and for the purpose of taking all necessary permission from any authorities in connection with the sale of E-23, Defence Colony and Jaunapur Farm after H.P.S. Chawla has paid the amount of Rs.16 crores each to Dr. N.P.S. Chawla and Mrs. Nirmal Danieri.

.....5.

- 5 -

(6) That Dr. N.P.S. Chawla shall handover all the original title deeds/documents/correspondence and other necessary papers regarding the mutation and transfer of E-23, Defence Colony with the Land and Development Office, (Ministry of Urban Affairs) to Shri H.P.S. Chawla on payment of the entire amount mentioned above i.e. 16 crores each.

(7) All expenses for obtaining permission/mutation shall be borne by H.P.S. Chawla.

(8) The time hereinabove agreed shall not be extended on any account what-so-ever.

(9) On the failure of H.P.S. Chawla to pay the amount mentioned in para 4 above then the judgment

of the High Court shall prevail and Dr. N.P.S. Chawla take possession of the two properties mentioned above. H.P.S. Chawla shall vacate the Jaunapur Farm and hand over the possession of the said Farm to Dr. N.P.S. Chawla. He will sell the properties as executor and distribute the sale proceeds between the three legatees."

8. We dispose of the appeal, by consent, as follows:

(i) The parties (appellant and respondents 1 and

3) shall act in accordance with the terms of the said joint

memo (extracted in paragraph 7 above) with mutual understanding without giving room for any further litigation. The said joint memo shall be a part of the record.

.....6.

- 6 -

(ii) As the settlement contemplates payment of

Rupees Sixteen Crores each to two of the co-owners

(respondents 1 and 3) by the third co-owner (appellant),

the transfer of the shares/interest of respondents 1 and 3

shall be either by a sale/transfer/release in favour of

appellant or a sale/transfer in favour of the nominee of

the appellant, with appellant as a consenting witness.

(iii) Parties to bear their own costs.

.....J.
(R.V. RAVEENDRAN)

New Delhi;
July 15, 2010.

.....J.
(H.L. GOKHALE)