

A RAJMOHAN AGARWAL

V.

AMNA ABUBAKAR & ANR.
(Civil Appeal No. 5231 of 2000)

NOVEMBER 07, 2008

B [DR. ARIJIT PASAYAT, TARUN CHATTERJEE AND
LOKESHWAR SINGH PANTA, JJ.]

Settlement/Compromise:

C *Suit for specific performance of contract of sale of
property – Decreed – Affirmed by High Court – Appeal before
Supreme Court – Suggestion to parties to amicably settle
the dispute – Settlement – One portion of property already
D sold to respondents accepted as final – Appellant agreed to
purchase remaining area of the property at market rate –
Statement of parties that rate suggested by Court would be
acceptable to all of them – After making enquiries, Rs.5500
per sq. feet fixed – Compromise between parties approved
E on certain terms and conditions.*

CIVIL APPELLATE JURISDICTION : Civil Appeal No.
5231 of 2000.

F From the final Judgment and Order dated 19.12.1997 of
the High Court of Madhya Pradesh at Jabalpur in Civil First
Appeal No. 204 of 1995.

WITH

C.A. Nos 5796, 5797 & 5798 of 2000.

G Siddharth Bhatnagar, Pawan Kumar Bansal, Ruby Singh
Ahuja, Sushil Kumar Jain, Puneet Jain, Archana Tiwari, Ashwin
V. Kothmath, S.K. Sinha and Pratibha Jain for the appearing
parties.

The Judgment of the Court was delivered by

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TARUN CHATTERJEE, J. 1. These four appeals are directed against the judgment and decree passed in four First Appeals, being Appeal No. 173/1995 (*Shasi Mohan Agarwal Vs. Smt. Fatima Ahmed alias Begum Rashiduddin Siddiqui & 2 others*), Appeal No. 174/1995 (*Rajmohan Agarwal Vs. Smt. Amna*), Appeal No. 204/1995 (*Rajmohan Agarwal vs. Smt Amna Abubakar & Another*) and Appeal No. 206/1995 (*Shashi Mohan Agarwal Vs. Smt. Fatima Ahmed alias Begum Rashiduddin Siddiqui & 2 others*), passed by a Division Bench of the High Court of Madhya Pradesh at Jabalpur, confirming the judgment and decree of the trial court in a suit for specific performance of a contract, by which the suit and the appeals were dismissed.

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2. These appeals were heard for a considerable length of time, it was suggested by the Court that in the facts and circumstances of the case, the parties may explore the possibility of an amicable settlement. Accordingly, the parties have taken some time to look into the question whether an amicable settlement can be arrived at and finally mentioned before us that they have agreed to an amicable settlement in the following manner:-

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[I] The portion of the property already sold by the respondents herein to Smt. Poonam Chokse and Smt. Rasmani Jaiswal by way of different sale deeds will not be disturbed and will be accepted as final and conclusive.

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[II] The appellants shall purchase the remaining area (i.e. the portion of the land not sold by the respondents) at the current market value.

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3. Pursuant to the amicable settlement arrived at between the parties, and the parties having broadly settled their dispute as to the valuation of the property on the terms and conditions as indicated hereinabove, these appeals can be disposed of

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A on compromise on the following terms and conditions:-

B a) The total area of the land was 49,259 Sq. Ft.,
C out of which 24,477.89 marked 'B' in the sketch
D map annexed with the affidavit filed on behalf of the
E respondents as Annexure AA2 is still in possession
F of Begum Fatima Ahmed & Smt. Amna Abubaker
(respondents herein). Since the parties have
agreed that the portion of the property already sold
by the respondents in favour of one Smt. Poonam
Chokse and Smt. Rasmani Jaiswal shall not be
disturbed and shall be accepted as final and
conclusive, only the possession of the remaining
area namely, 24,477.89, marked 'B' in the sketch
map -Annexure AA2 shall be handed over to the
appellants by the respondents at a consideration
mentioned hereinafter. The parties before us
through their learned counsel have suggested that
whatever rate that is fixed by this Court shall be
accepted by all of them. That being the stand taken
by the parties before us and after making an
enquiry we find that if Rs.5500/- per sq. feet is fixed
as the valuation of the aforesaid unsold portion of
the land in question, the estimated price would
come to Rs.13,46,29,000 (Thirteen Crores Forty
Six Lakhs and Twenty Nine Thousand) [Rs. 5500
X 24,478 (round off)]. Therefore, we fix the rate of
the land at Rs.5500/- per sq. ft. which comes to
Rs.13,46,29,000/- (Thirteen crores forty six lakhs
and twenty nine thousand) to be paid by the
appellants to the respondents.

G b) Out of the aforesaid total amount of
Rs.13,46,29,000/- (Thirteen crores forty six lakhs
and twenty nine thousand), a sum of Rs.4 crores
shall be paid by the appellants to the respondents
within one month and the balance amount of

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Rs.9,46,29,000/- (Nine Crores Forty Six Lacs and Twenty Nine Thousand) shall be paid by five equal monthly installments, starting from the date of the payment of the 1st Installment.

c) In default of payment of any of the installments, as directed above, the suit for specific performance shall stand dismissed and the appellants shall not be entitled to any portion of the land in dispute as indicated in the sketch map [Annex. AA2] annexed with this order.

d) If the appellants duly pay the aforesaid amount of Rs.13,46,29,000/- (Thirteen crores forty six lakhs and twenty nine thousand) to the respondents within the time specified hereinabove, the respondents shall execute registered deeds of sale in favour of the appellants in respect of the land as indicated in the sketch map (Annexure-AA2) and also shall hand over vacant peaceful possession to the appellants within a month from the date of paying the aforesaid total amount.

4. The suit for specific performance accordingly filed by the appellants shall stand decreed on the aforesaid terms and conditions and the judgments and decree of the courts below shall stand set aside and the portion marked B of Annexure AA2 which forms part of the order and decree shall stand transferred in favour of the appellants.

5. The appeals are disposed of on compromise on the terms and conditions as mentioned hereinabove. There will be no order as to costs.

D.G.

Appeals disposed of.