

SUPREME COURT OF INDIA

Rajmohan Agarwal

Vs.

Smt. Amna Abubakar

C.A.No.5231 of 2000

(Arijit Pasayat , Tarun Chatterjee and Lokeshwar Singh Panta JJ.)

07.11.2008

JUDGMENT

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.

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:-

“[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.

[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.”

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 on compromise on the following terms and conditions:-

“a) The total area of the land was 49,259 Sq. Ft., out of which 24,477.89 marked `B' in the sketch map annexed with the affidavit filed on behalf of the respondents as Annexure AA2 is still in possession 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.

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 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.