

SUPREME COURT OF INDIA

Rajesh Chugh

Vs.

Batuk Prasad Jaitly

C.A.No.4419/2018

(Kurian Joseph,J., Mohan M. Shantanagoudar and Navin Sinha,JJ.,)

25.04.2018

JUDGMENT

Kurian Joseph,J.,

SLP (Civil)No.21429/2017

1. Leave granted.
2. The tenants are the appellants, who are aggrieved by the reversal of the order passed by the Rent Controller. They have been running a small book shop in an irregularly shaped 33 sq. ft. premises in a two storeyed building at Nai Sarak, New Delhi.
3. During the pendency of the appeal before this Court, the parties have entered into a Memorandum of Settlement. The said Memorandum of Settlement dated 25.04.2018, duly signed by the parties and their respective counsel, is taken on record.
4. The Settlement terms read as follows:-

"MEMORANDUM OF SETTLEMENT That the petitioner and respondent have after discussion arrived at mutual agreement to settle the aforementioned matter, the terms of settlement are:

1. The petitioners shall vacate and hand over physical vacant possession of the premises in question i.e. ground floor V- 884, Nai Sarak Main Road, Delhi-110006 admeasuring 33 sq. ft. on or before 31.08.2018.
2. That the petitioners shall not create any third party rights in the said property.

3. The respondent shall pay the petitioner a sum of 20 Lakh Rupees on handing over the possession of the said premises on or before 31.08.2018."
5. This appeal is disposed of in terms of the Memorandum of Settlement, referred to above.
6. The parties are directed to strictly abide by the terms of the Settlement, failing which they shall be liable to be proceeded against under the contempt jurisdiction of this Court.
7. We record our appreciation for the cooperation of the parties and their respective counsel for the efforts taken by the Court for an amicable settlement.
8. Pending applications, if any, shall stand disposed of.
9. There shall be no orders as to costs.