

IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 436 OF 2020  
(Arising out of SLP(C) No. 16673 of 2017)

GAURI SHANKAR

Appellant (s)

VERSUS

RATAN SINGH

Respondent (s)

O R D E R

Leave granted.

We are informed that the parties have amicably settled all their contentious issues. A formal agreement has been executed/signed by the parties and submitted before this Court. The same reads thus:

**“SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into between Mr. Gauri Shankar, S/o Sh. Ganga Deen, R/o Ram Nagar Jalalpur, Pargana Etah Sakeet, Tehsil and Distrit Etah, (Uttar Pradesh) and Mr. Ratan Singh, S/o Sh. Kewal Singh, R/o Village Nagla Kinder, Mazra-Wajidpur Barauli, Pargana Etah Sakeet, Tehsil and District Etah, (Uttar Pradesh).

This Hon'ble Court by a bench comprising of Hon'ble Justice A.M. Khanwilkar and Hon'ble Mr. Justice Dinesh Maheshwari vide order dated 16.09.2019 referred the matter to Supreme Court Mediation Centre.

1. Both the parties have agreed that Ms. Sushma Manchanda, Advocate / Mediator and Mr. Gopal Prasad, Advocate/ Co-Mediator would act as a Mediators in the matter.

2. Comprehensive mediation sessions were held with the parties and their respective counsels on 23.09.2019, 25.09.2019, 30.09.2019 and today i.e. on 01.10.2019.
3. Both the parties hereto confirm and declare that they, voluntarily and on their own free will have decided to settle the case in the presence of the Mediator, their respective counsel.
4. That following cases pending between the parties are as under:-
  - (I) SLP (C) no. 16673 of 2017, pending before this Hon'ble Court is filed by the Petitioner against the judgment and final Order dated 08.12.2016 passed by the Allahabad High Court dismissing the Second Appeal No. 1074 of 2016.
  - (ii) Execution Case No. 16/2015 for physical possession of the said land pending before Additional Civil Judge, Senior Division, Eta, UP.
5. In view of terms of the Settlement Agreement, both the parties herein undertake to withdraw all the pending cases filed by them against each other.
6. Both the parties hereto confirm and declare that they have voluntarily and of their own free will have decided to settle the dispute regarding the above mentioned property in the following terms as under:
  - (i) The Petitioner herein has agreed that he will pay a sum of Rs. 8,00,000/- (Rupees Eight Lakhs Only) by way of DD in favor of Sh. Ratan Singh, Respondent herein.
  - (ii) The said amount will be paid within two months from the date of signing of the present agreement.
  - (iii) That the sale deed dated 09.11.2016 executed and registered in favour of respondent herein vide registration no. 16368/2016 in respect of said land will have no effect and become null and void from the date of payment of said amount of Rs. 8,00,000/- (Rupees Eight Lakhs Only) to the respondent herein.
  - (iv) That the Petitioner herein will move an application before the Ld. Additional Civil Judge, Senior Division, Eta, UP in Original Suit No. 87/2008 for refund of Rs. 27,527/- (Twenty Seven Thousand Five Hundred Twenty Seven Only) with accrued interest, if any, as deposited by the Respondent in the Trial Court towards the balance sale consideration after the adjusting of amount of Rs. 12,473/- allowed as cost to Respondent against the Petitioner / defendant Mr. Gauri Shankar. The Respondent / plaintiff Mr. Ratan Singh will have no objection and cooperate wherever necessary for the refund of the said amount.
  - (v) That the Respondent / plaintiff shall handover the original registered sale deed dated 09.11.2016 to the Petitioner in respect of land property in question before this Hon'ble Court.
  - (vi) That the Petitioner will approach the concerned authority / sub-registrar for the cancellation of sale deed dated 09.11.2016 to which the Respondent has not

objection and that Respondent will co-operate with the Petitioner in the said proceedings for getting the same cancelled and get it registered in the name of the Petitioner,

- (vii) That the petitioner herein thereafter will have exclusive right, title, interest and peaceful possession of the said land.
7. Both the parties have agreed to make a joint prayer to this Hon'ble Court to withdraw to itself the case filed by the parties against each other, the details of which are mentioned in para-4 of this agreement and dismiss / dispose of the same.
  8. By signing this agreement the parties hereto solemnly state and affirm that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the parties hereto through the process of Mediation.
  9. The parties undertake before this Hon'ble Court to abide by the terms and conditions set out in the above mentioned Agreement, which have been arrived without any coercion, duress or collusion and undertake not to raise any dispute whatsoever in respect of the property in question.

(Gauri Shankar)  
Petitioner

(Ratan Singh )  
Respondent

(Manoj K. Mishra )  
Advocate for the Petitioner

(Nikhil Jain)  
Advocate for the Respondent

**[ Sushma Manchanda]**  
Advocate / Mediator  
Supreme Court of India

**[Gopal Prasad]**  
Advocate/ Co-Mediator  
Supreme Court of India"

Date: 01st October, 2019"

**Accordingly, all pending proceedings between the parties are hereby withdrawn to this Court and are deemed to be disposed of in terms of the stipulations in the settlement agreement.**

As a consequence of settlement, the appellant has handed over demand draft for a sum of Rs.8,00,000/- (Rupees Eight Lakhs Only) to the learned counsel for the respondent who has accepted the same without any objection.

The parties agree to abide by the obligations stated in the settlement agreement. Undertaking given by the parties in that behalf is accepted.

The appellant is free to withdraw amount lying deposited in the Trial Court alongwith accrued interest thereon in terms of clause 6(iv) referred to above. The Registry of the Trial Court shall permit the appellant to forthwith withdraw the said amount upon complying with necessary formalities. No formal order need be passed by the Trial Court in that regard.

We appreciate the sincere efforts put in by the Mediators to bring about this settlement.

The appeal is disposed of in the above terms. No order as to costs.

Pending applications, if any, stand disposed of.

.....J  
(A.M. KHANWILKAR)

.....J  
(DINESH MAHESHWARI)

New Delhi  
January 20, 2020

ITEM NO.61

COURT NO.6

SECTION XI

S U P R E M E C O U R T O F I N D I A  
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (C) No(s). 16673/2017

(Arising out of impugned final judgment and order dated 08-12-2016 in SA No. 1074/2016 passed by the High Court Of Judicature At Allahabad)

GAURI SHANKAR

Petitioner(s)

VERSUS

RATAN SINGH

Respondent(s)

(IA No. 8463/2020 - CLARIFICATION/DIRECTION  
IA No. 141155/2019 - EXEMPTION FROM FILING O.T.  
IA No. 48717/2017 - EXEMPTION FROM FILING O.T.  
IA No. 141153/2019 - PERMISSION TO FILE ADDITIONAL  
DOCUMENTS/FACTS/ANNEXURES)

Date : 20-01-2020 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE A.M. KHANWILKAR  
HON'BLE MR. JUSTICE DINESH MAHESHWARI

For Petitioner(s)

Mr. Manoj K. Mishra, AOR  
Mr. Umesh Dubey, Adv.  
Mr. Jyoti Mishra, Adv.  
Mr. Bheem Pratap Singh, Adv.  
Mr. Sukumar, Adv.

For Respondent(s)

Mr. Nikhil Jain, AOR

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

Leave granted.

The appeal is disposed of in terms of the signed order.

Pending applications, if any, stand disposed of.

(DEEPAK SINGH)  
COURT MASTER (SH)

(VIDYA NEGI)  
COURT MASTER (NSH)

[Signed order is placed on the file]

