

**IN THE SUPREME COURT OF INDIA****CIVIL APPELLATE JURISDICTION****SPECIAL LEAVE PETITION [C] NOS.14963-64 OF 2020****SUNIL DUTT BANSAL & ORS.****...PETITIONERS****VERSUS****JAI BHAGWAN & ORS. ETC.****...RESPONDENTS****O R D E R**

The dispute in the present petitions is between brothers. A compromise was entered into on 05.03.2015, whereby for putting a quietus to the dispute, the petitioner no.1 was required to pay Rs.1,65,00,000/- (One Crore Sixty Five Lakhs) to the respondent no.1. It is admitted that in pursuance of the said compromise, a sum of Rs.60,00,000/- (Sixty Lakhs) has been paid by the petitioner no.1 to the respondent no.1 and the balance of Rs.1,05,00,000/- (One Crore Five Lakhs) remains to be paid.

2. The contention of Mr. P. S. Patwalia, learned Senior Advocate appearing on behalf of the petitioners is that the respondent no.1 is in possession of the entire house, in which the petitioner no.1 has 1/4<sup>th</sup> share and as such till the possession of 1/4<sup>th</sup> share was given to the petitioner no.1, the petitioner no.1 would not be in a position to pay the remaining amount.

3. During the pendency of these Special Leave Petitions, the matter was sent for mediation. By Report of the mediator dated 11.02.2021, a Settlement Agreement was arrived at, which reads as follows:

*This Settlement Agreement is entered into between Mr. Sunil Dutt Bansal, S/o Late Shri Ram Sahai, R/o House No. 261 Sector-10, Panchkula and Jai Bhagwan S/o Late Shri Ram Sahai R/o House No. 18 Sector 20-A Chandigarh have agreed.*

- 1. Disputes and differences had arisen between the parties hereto and S.L.P. (Civil) No.14963-14964 of 2020 was filed before this Hon'ble Court by the petitioner, Mr. Sunil Dutt Bansal.*
- 2. The matter was referred for Mediation/Conciliation vide Order dated 09.02.2021 passed by a Coram comprising of Hon'ble mr. Justice Mohan M. Shantanagoudar and Hon'ble*

*Mr. Justice K. M. Joseph.*

3. *The only issue referred for mediation is to verify the value of 25% share of House No. 18 Sector 20-A Chandigarh and as to whether the parties want to compromise on that issue.*
4. *The parties agreed that Mr. Ashok Kumar Sharma, Senior Advocate would act as Mediator in the matter of Mediation and Conciliation.*
5. *A comprehensive mediation session was held with the parties and their respective counsels during the course of mediation on 11 February 2021, and after a long deliberation agreed as follows:-*
  - A. *That the value of House No. 18 Sector 20-A Chandigarh is Rs.3,20,00,000 (Three Crore Twenty Lakh) Rupees and the value of 25 % share comes to Rs.80,00,000 (Eighty Lakhs).*
  - B. *The Parties have agreed for a compromise on this issue.*

*Both parties have agreed as above and have put their signature herein below.*

4. Mr. P. S. Patwalia, learned Senior Advocate for the petitioners submits that the petitioner no.1 would not be liable to pay interest on

Rs.80,00,000 (Eighty Lakhs), which is the value of 1/4<sup>th</sup> share of the house, as the respondent no.1 is continuing in possession of the entire house. It is contended that the petitioner no.1 would be liable to pay interest only on the sum of Rs.25,00,000 (Twenty Five Lakhs) which remains due to be paid to the respondent no.1

5. Mr. P. S. Patwalia learned Senior Advocate as well as Mr. Nikhil Sabharwal learned Advocate for the contesting respondents have jointly submitted that the only issue referred to the mediation was to verify the value of 25% share of the house in question, and as such the question of interest payable by the petitioner no.1 was not decided by the mediator, as the same was not referred to for mediation. Learned counsel for both the parties have jointly stated that as far as the question of payment of interest is concerned, they leave it to this Court to decide, which the parties shall abide.

6. Having heard learned counsel for the parties and considering the totality of the circumstances, we dispose of these petitions with the direction that the petitioner no.1 would be liable to pay interest as per the agreement dated 05.03.2015 at the rate of 18% per annum on the balance sum of Rs.25,00,000 (Twenty Five Lakhs). Further, on the

amount of Rs.80,00,000 (Eighty Lakhs) (which amount is equivalent to 1/4<sup>th</sup> share of the petitioner no.1 in the joint property), the petitioner no.1 would be liable to pay interest at the rate of only 9% per annum instead of 18% per annum.

7. The amount as directed above shall be quantified and paid by the petitioner no.1 to the respondent no.1 within six weeks from today and the sale deed for 1/4<sup>th</sup> share in the joint property shall be executed by the petitioner no.1 within two weeks thereafter.

8. With the aforesaid directions, these Special Leave Petitions stand disposed of.

.....**J**  
**(Mohan M. Shantanagoudar)**

.....**J**  
**(Vineet Saran)**

**NEW DELHI;**  
**FEBRUARY 26, 2021.**



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7. The amount as directed above shall be quantified and paid by the petitioner no.1 to the respondent no.1 within six weeks from today and the sale deed for 1/4<sup>th</sup> share in the joint property shall be executed by the petitioner no.1 within two weeks thereafter.

8. With the aforesaid directions, these Special Leave Petitions stand disposed of."

Pending applications, if any, stand disposed of accordingly.

(GULSHAN KUMAR ARORA)  
AR-CUM-PS

(R.S. NARAYANAN)  
COURT MASTER

(Signed order is placed on the file)