

(2013) 02 AHC CK 0176

In the Allahabad High Court

Case No : First Appeal From Order No. 509 of 2011

Satendra Pal Singh Sarna and Another

APPELLANT

Vs

Devendra Pal Singh and Others

RESPONDENT

Date of Decision : 25-02-2013

Acts Referred:

Citation : (2013) 02 AHC CK 0176

Hon'ble Judges : Rajiv Sharma, J and Saeed-Uz-Zaman Siddiqi, J

Final Decision : Disposed Of

Judgement

SaeedUzZaman Siddiqi, J.

Heard Mr.Mohd. Arif Khan, Senior Advocate duly assisted by Mr. Mohd. Aslam Khan, learned Counsel for the appellants, Mr. S. P. Shukla, learned counsel for appearing for the opposite party No.1 and Mr. Asit Kumar Chaturvedi, learned counsel for the opposite party nos.2 and 3.

Undisputed facts are that an accommodation situated at Mala Prasad Road, Lakhimpur Kheri was let out to the Central Government and while the said accommodation was under tenancy, a dispute arose with regard to the payment of rent between the appellant and opposite party No.1 and as such, a Suit for partition has been filed and the trial Court allowed the application for interim injunction vide order dated 16.4.2011. Being aggrieved, the instant FAFO has been filed.

This Court, while entertaining the FAFO, has referred the matter to the Mediation and Conciliation Centre.

In compliance of this Court's order, parties appeared before the Mediator and vide order dated 30.5.2012, the Mediator has submitted his report. The operative portion of the report reads as under:

"(A) That parties agreed to divide the rent of the premises leased out to SSB (Shastra Seema Bal) situated at Mala Prasad Road, Lakhimpur Kheri (equally

amongst themselves).

(B) That the parties agree that the amount received as rent from "the property" will be shared @ 1/3 of the rent received amongst themselves, from the date of death of Sri Bajinder Singh, who died on 27.6.2009.

(C) It is further agreed that rent received from March, 2009 (which was pending with SSB and paid subsequently) will be divided equally amongst the parties to the present agreement.

(D) The rent for the period from 1st March, 2009 to 17th December, 2009 will be shared equally amongst the parties from the money already received by Smt. Satnam Kaur. Smt. Satnam Kaur who further agrees to pay Rs.50,000/ within 7 days of the order of the Hon"ble court pursuant to the settlement as part payment of the rent due to Sri Devinder Pal Singh for the aforesaid period and further agrees to pay the remaining amount of Rs.1,00,000/ within 10 days of receipt of the amount deposited in Lower Court, Lakhimpur Kheri.

(E) It is also agreed between the parties that in future SSB will give the rent by cheque of 1/3 amount of rent in individual names of the parties after lawful deduction.

7. By signing this Agreement, the parties hereto state that they have no further claims or demands against each other with respect to First Appeal From Order No.509 of 2011 and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of Mediation/ Conciliation."

Thereafter, the Mediator has again reported the matter on 14.9.2011. According to this report, the members of the family have resolved differences and arrived at the amicable settlement during the mediation proceeding. The court had also referred the dispute amount the family member and SSB for settlement through the process of mediation. Several meetings were held between the parties in an effort to arrive at a settlement, but unfortunately this portion of the dispute could not be resolved and therefore, the matter is being remitted back to the Hon"ble Court.

In view of above, the case has been listed before us. During pendency of instant FAFO, the opposite party nos.2 and 3 vacated the premises in question on 19.10.2012, but in absence of an agreement, the rent could not be withdrawn from the funds of Central Government earmarked for payment of rent and as such, Mr.Asit Kumar Chaturvedi, learned Counsel for Union of India submits that the parties may be directed to enter into an agreement so that the rent which is due to be paid to them may be disbursed.

Mr. Mohd. Arif Khan, Senior Advocate and Mr. S. P. Shukla, learned Counsel appearing for the respective parties submit that some time may be fixed so that they may appear before the Authorized Officer on behalf of Union of India for executing the agreement.

Accordingly, we direct the parties to appear before the DIG/SSP, Lakhimpur Kheri within 15 days from today and in case, the parties appear before the said officer, they will execute an agreement and Union of India opposite party shall pay the rent within one month from the date of submission of agreement to the respective parties, in terms of the aforesaid Mediator's reports, after deducting TDS as well as repairing charges, which has been agreed at the time of hearing, before this Court, to the tune of Rs.1,07,000/. The rental amount, which is lying in the trial court, shall also be remitted to the respective parties in terms of the Mediator's reports.

The FAFO is disposed of in above terms.