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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of Decision: 6th January, 2017

+ CS(OS) 966/2008 & IA Nos. 14633/2010, 12144/2016

MR. JASPREET SINGH ANAND AND ANR. Plaintiffs

Through: Ms. Gurmeet Bindra, Adv.

versus

MR GURDEV SINGH ANAND & ORS. Defendants

Through: Mr. Jagjit Singh, Adv.

+ CS(OS) 1340/2009 & IA No. 12280/2016

MS. DAMAN PAL KAUR & OTHERS Plaintiffs

Through: Ms. Gurmeet Bindra, Adv.

versus

MR. IQBAL SINGH Defendant

Through: Mr. Jagjit Singh, Adv.

+ ✓ CS(OS) 1677/2010 & IA Nos. 10918/2010, 13560-62/2013, 5492-93/2015, 20900/2015; 24061/2015, 12145/2016

GURDEV SINGH & ORS Plaintiffs

Through: Mr. Jagjit Singh, Adv.

versus

JASPREET SINGH AND ORS Defendants

Through: Ms. Gurmeet Bindra, Adv.

CORAM:

HON'BLE MR. JUSTICE R.K.GAUBA

JUDGMENT

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R.K.GAUBA, J (ORAL):

1. The suit CS(OS) 966/2008 (hereinafter referred to as "the first suit") was instituted in May, 2008 by Mr. Jaspreet Singh Anand and Mr. Gursimar Singh Anand, sons of late Mr. Kultaran Singh Anand, (hereinafter referred to as "the plaintiffs of the first suit") initially against four defendants. By way of amendment incorporated later, another defendant was added, thus, bringing in the array five defendants, they being Gurdev Singh Anand, Mr. Iqbal Singh Anand, Mr. Surjit Singh Anand, Ms. Saran Pal Kaur Anand and Ms. Savinder Kaur Chandhiok, (hereinafter collectively referred to as "the defendants of the first suit"). It may be mentioned here that first said three defendants are sons of Late Shri Harnam Singh Anand while the fourth and fifth defendants are daughters of late Shri Harnam Singh. It may also be added that Mr. Kultaran Singh Anand, whose successors- in -interest are the plaintiffs of the first suit, was pre-deceased son of Late Smt. Harbans Kaur wife of Late Shri Harnam Singh.

2. The plaintiffs of the first suit, CS(OS) 966/2008, sought a decree for partition of the estate left behind by late Smt. Harbans Kaur, it being properties described as under:-

- (i) *Plot No. 20, Block 7 Area 1866.666 sq. Yds., situated in Kirti Nagar Industrial Area, Najafgarh Road, Delhi;*
- (ii) *59/7, New Rohtak Road, New Delhi; by metes and bounds thereby demarcating the shares of the plaintiffs and defendants and handing over the possession of their share in said property to the plaintiffs.*

3. In July, 2009, the above said plaintiffs of the first suit, CS (OS) 966/2008 came with another suit it being CS(OS) 1340/2009 (hereinafter

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referred to as "the second suit") now joining their mother Ms. Daman Pal Kaur as co-plaintiff (the first plaintiff), it being a suit for recovery of Rs. 3,02,18,219/- along with *pendente lite* and future interest, directed against Mr. Iqbal Singh, son of Late Shri Harnam Singh Anand (second defendant in the first suit), the cause of action claimed in the said second suit pertaining to fixed deposit receipt which had been taken out by Mr. Kultaran Singh during his life time.

4. In August, 2010, the five defendants of the first suit (CS(OS)966/2008) jointly filed CS(OS) 1677/2010 (hereinafter referred to as "the third suit") impleading the plaintiffs of the first suit as the defendants, the prayer made therein being for partition and rendition of accounts in respect of the estate left behind by Smt. Harbans Kaur and late Mr. Kultaran Singh Anand, the properties included therein having been described as under:-

- (i) 59/7, New Rohtak Road, New Delhi.
- (ii) 7/20, Kirti Nagar, Industrial Area, New Delhi.
- (iii) **PROPERTIES IN IRAN**
 - a) Shop No. 8, Sharqi, Saadi, Janoobi Jadeed, Tehran.
 - b) Shop No.566 (Old No. 137) Avenue Amir Kabir, Tehran.
 - c) Property known as Damavand Villa, Bhaghal – E-Morgdari Farsian Kalepa, Damavand – Iran.
 - d) Office premises no.319, 3rd Floor, Passage Kashani Avenue, Amir Kabir, Tehran with Stocks in trade and shares of company Sherkate Kultaran International Ltd. Said company has 50% share holding in the name of deceased Kultaran Singh. Remaining 50% share holding belonged to Parduman Singh Chandhiok and Parvinder Singh Chandhiok who are son & grandson of Mrs. Tej Kaur.
 - e) Telephone No. 88836265 and 33391347. (Very

valuable assets according to Iran).

- f) Bank Accounts in Iran which were operated upon by Shri Kultaran Singh (deceased) in Tehran and outside Tehran which were initially operated upon by Great Grand Father and/or Great Grand mother.*
- (iv) Flat No.409, admeasuring 498 sq. ft. In Lusa Tower at Azadpur, Delhi.*
- (v) Flat No.TF-01, admeasuring 1400 sq. ft. 1/6, 3rd Floor, East Patel Nagar, New Delhi-110008.*
- (vi) Plot No.G-3/14, DLF Phase-I, Gurgaon (Haryana) admeasuring 500 sq. yds".*

5. All the three suits as mentioned above were initially contested. During the course of pendency, upon the request of the parties, they were referred to Mediation Centre at High Court (*Samadhan*) for exploring the possibility of an amicable resolution of the dispute, under order dated 18.7.2016 of a learned division bench in FAO (OS) 186/2016. The mediation process has resulted in an amicable resolution of the dispute whereby the parties have entered into and executed a family settlement dated 23rd August, 2016 which was submitted by the mediator to the learned division bench in seisin of FAO(OS) 186/2016. The learned counsel on both sides submit that in view of the said settlement report, FAO (OS) 186/2016 has since been disposed of leaving the parties to approach this Court for appropriate orders in these cases in its wake.

6. After the settlement report had been submitted by the mediator to the learned division bench in FAO (OS) 186/2016, pursuant to the liberty granted earlier, the learned counsel representing the plaintiffs of the third suit has obtained the settlement report along with Family Settlement therewith in original from the file of FAO(OS) 186/2016 and brought the same on record of CS(OS) 1677/2010.

7. Against the above backdrop, joint applications have been moved by the parties to the first and third suit on the respective files, they being IA Nos. 12144/2016 in CS(OS) 966/2008 and IA No. 12145/2016 in CS (OS) 1677/2010. The parties by these applications, under Order 23 Rule 3 CPC, pray for compromise decrees to be passed governing both the said cases affirming *inter alia* that the compromise has been entered upon out of their own free will and volition. The applications are supported by the affidavits of all parties to these suits/Family Settlement/Mediation Report. The plaintiffs in the second suit, it being CS(OS) 1340/2009, have come up with another application under order 23 Rule 1 CPC (IA No. 12280/2016) praying for the said suit to be disposed of as settled in the light of the above-noted Family Settlement, it reflecting the claim in the said suit having been satisfied.

8. Pertinent to note here that in the Family Settlement dated 23rd August, 2016, the defendants in the first suit, i.e. CS(OS) 966/2008, have been described as parties No. 1 to 5 respectively whereas the plaintiffs of the said first suit i.e. CS(OS) 966/2008 have been described as party No.6 (i) and (ii) respectively. Ms. Daman Pal Kaur Anand (first plaintiff of the second suit i.e. CS(OS) 1340/2009) is also a signatory to the said Family Settlement, she being referred to as the confirming party. The Family Settlement, *inter alia*, mentions that the first and third suits had been consolidated in terms of the earlier orders of this Court and thereafter are being tried together, they being referred to as "the partition suits".

9. The settlement terms as set out in the Family Settlement dated 23rd August, 2016 may be extracted as under:-

"13. Both partition suits are defended to by parties 1 to 6. Party

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No. 6 set up case in its written statement filed in CS (OS) No.1677 of 2010 claiming that the individual properties of persons (other than Mrs. Harbans Kaur), detailed as follows, be treated at par with the properties of Late Sh. Kultaran Singh. The status with regard to the said properties have been agreed to be as under:

Name of person	Address of Property	Declaration by the Parties.
Mr. Gurdev Singh Anand	Industrial Plot bearing no.84, Sector-6, IMT, Manesar, Haryana and construction of factory thereupon.	This is individual property of Mr. Gurdev Singh Anand and is not subject matter of Partition. Therefore, no other party herein has any claim over the same.
Iqbal Singh Anand	Parspex (India) Pvt Ltd., and Harav India Pvt Ltd., at 402, Pragati Tower, Rajendra Place, New Delhi 110 008.	This is individual property of Mr. Iqbal Singh Anand and is not subject matter of Partition. Therefore, no other party herein has any claim over the same.
Iqbal Singh Anand	F-1007, Vikram Tower, 16, Rajindra Place, New Delhi 110 008.	This is individual property of Mr. Iqbal Singh and is not subject matter of Partition. Therefore, no other party herein has any claim over the same.
Iqbal Singh Anand	1/2 East Patel Nagar,	This is individual

	Ground Floor, Main Road, Patel Nagar, New Delhi.	property of Mr. Iqbal Singh and is not subject matter of the Partition. Therefore, no other party herein has any claim over the same.
Iqbal Singh Anand	S-456 Greater Kailash -II, New Delhi.	This is individual property of Mr. Iqbal Singh and is not subject matter of the Partition. Therefore, no other party herein has any claim over the same.
Iqbal Singh Anand	Plot bearing no. M-2/7 in DLF, Phase II, Gurgaon.	This is individual property of Mr. Iqbal Singh and is not subject matter of the Partition. Therefore, no other party herein has any claim over the same.
Iqbal Singh Anand	KIS International, 7/20 Kirti Nagar Industrial Area, New Delhi 110015.	This is sole business concern of Mr. Iqbal Singh and is not subject matter of the Partition. Therefore, no other party herein has any claim over the same.
Iqbal Singh Anand	Firm : D-34 DSIDC Packaging Complex, Kirti	The shares in this Company are of

	Nagar, New Delhi 110 015.	Mr. Iqbal Singh alone and thus the same are not subject matter of the Partition. Therefore, no other party herein has any claim over the same.
Iqbal Singh Anand	Plot in Kingsway Camp, New Delhi in the name of Harpreet Kaur and alleged to have been jointly purchased by Kultaran Singh and Iqbal Singh	This is individual property of Mrs. Harpreet Kaur Wife of Iqbal Singh and dispute with respect to this property has been settled between the Mr. Iqbal Singh Anand and Party No. 6 (i) & (ii). Therefore, no other party herein has any claim over the same.
Iqbal Singh Anand	Two factories in Noida.	This is individual property of Mr. Iqbal Singh and is not subject matter of the Partition. Therefore, no other party herein has any claim over the same.
Ms. Saranpal Kaur Anand	Realisation of Fixed Deposits amounting to Rs. 22 lacs belonging to Mrs. Harbans Kaur, Gold ornaments left behind by	This is exclusive property of Ms. Saranpal Kaur and is not subject matter of the

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	Mrs. Harbans Kaur in the custody of Ms. Saranpal Kaur.	Partition. Therefore, no other party herein has any claim over the same.
Iqbal Singh Anand	Plots in Ludhiana	This is individual property of Mr. Iqbal Singh and is not subject matter of the Partition. Therefore, no other party herein has any claim over the same.
Mr. Surjit Singh Anand	G-3/17 DLF, Phase I, Gurgaon, Haryana	This is individual property of Mr. Surjit Singh and is not subject matter of the Partition. Therefore, no other party herein has any claim over the same.
Ms. Savinder Kaur Chandhiok	Properties at B-110, Sector 18, Noida.	This is individual property of Mrs. Savinder Kaur Chandhiok, her husband, sons and their companies and Firms. This is not subject matter of the Partition. Therefore, no other party herein has any claim over the same.
Ms. Savinder Kaur Chandhiok	Sagar Ratna R-1, Sector 15-C, Gulmohar Commercial	This is individual property of Mrs.

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	Complex, Noida	Savinder Kaur, her husband, sons and their companies and Firms. This is not subject matter of the Partition. Therefore, no other party herein has any claim over the same.
Ms.Savinder Kaur Chandhiok	Shop 28-A, CSC -5, (DDA-Gole Market), behind Akash Kunj Society, Sector 9, Rohini.	This is individual property of Mrs. Savinder Kaur, her husband, sons and their companies and Firms. This is not subject matter of the Partition. Therefore, no other party herein has any claim over the same.
Ms.Savinder Kaur Chandhiok	Restaurant by the name of "Dwarka" at 3F, Ground Floor, Kamla Nagar, Delhi.	This is individual property of Mrs. Savinder Kaur, her husband, sons and their companies and Firms. This is not subject matter of the Partition. Therefore, no other party herein has any claim over the same.
Ms.Savinder Kaur Chandhiok	Restaurant by the name of "Bercos" at Baratghar, Sector 12, Noida, U.P.	This is individual property of Mrs. Savinder Kaur, her husband, sons and

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		<i>their companies and Firms. This is not subject matter of the Partition. Therefore, no other party herein has any claim over the same.</i>
<i>Ms.Savinder Kaur Chandhiok</i>	<i>Residential Flat at Sector 43, Noida, U.P.</i>	<i>This is individual property of Mrs. Savinder Kaur, her husband, sons and their companies and Firms. This is not subject matter of the Partition. Therefore, no other party herein has any claim over the same.</i>
<i>Ms.Savinder Kaur Chandhiok</i>	<i>Industrial Plot in Food Court, Rai at Haryana.</i>	<i>This is individual property of Mrs. Savinder Kaur, her husband, sons and their companies and Firms. This is not subject matter of the Partition. Therefore, no other party herein has any claim over the same.</i>
<i>Ms.Savinder Kaur Chandhiok</i>	<i>Shop No. 1,2, 3, 17, 19 -25 in Town Park in Faridabad, (Haryana)</i>	<i>This is individual property of Mrs. Savinder Kaur, her husband, sons and their companies and Firms. This is</i>

		not subject matter of the Partition. Therefore, no other party herein has any claim over the same.
Ms.Savinder Kaur Chandhiok	Two Restaurants in Rohini (details not known).	This is individual property of Mrs. Savinder Kaur, her husband, sons and their companies and Firms. This is not subject matter of the Partition. Therefore, no other party herein has any claim over the same.

14. That with respect to the properties left behind by Late Sh. Kultaran Singh Anand, the parties have settled as under-

Tenanted Shop no.8 Sharqi, Saadi, Janoobi Jadeed, Tehran, Iran Correct address as under- Tenanted Shop bearing no. 66 & 85/1 at street Saadi, Janoobi Jadeed, Passage 14 Masoom, Block 206, Tehran, Iran	It is agreed that Party Nos.1 to 5 shall have no ownership or inheritance right on the said property and same shall exclusively belong to Mrs. Daman Pal Kaur Anand and Party No. 6 (i) and (ii). However, as per the adjustment of the accounts, the Party No. 6 (i) and (ii) undertake to pay money equivalent to 1/6th share of the sale proceeds of the said shop to Party No.3 (Mr. Surjit Singh). The said money shall become
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payable at the time of sale of said shop in Iran or upon sale of 7/20 Kirti Nagar, Industrial Area, New Delhi, whichever is earlier. It is agreed that the sale of the aforesaid shop at Iran shall be undertaken by Mrs. Daman Pal Kaur Anand and Party No.6 (i) & (ii) only under supervision/know how of the Mediator Mr. Ravinder Singh Chandhiok. It is clarified that the Party No.3 shall have no say in the sale of the said shop and will have right on the 1/6th share of the sale proceeds only. It is further agreed that upon sale of the aforesaid shop at Iran, Party No.6 (i) and (ii) and Mr. Ravinder Singh Chandhiok shall inform the Party No.3 (Mr. Surjit Singh) about said sale and the sale consideration amount shall be paid immediately upon the said sale transaction. To facilitate the ownership/inheritance right upon Mrs. Daman Pal Kaur and Party No.6 (i) and (ii), the Party no. 1 to 5 at the time of execution of this Settlement have executed and handed over the requisite

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	documents including NOC in their favour.
Tenanted Shop No.566 (Old No.137) Avenue Amir Kabir, Tehran	This property has been sold by Mrs. Daman Pal Kaur Anand and parties 1 to 5 agree that their share in the sale proceeds of the said property stands accounted for and adjusted amongst the parties 1 to 6. Therefore, Party No.1 to 5 now have no claim whatsoever on the sale proceeds of the said property.
Property known as Damavand Villa, bearing no. 1343, Bhaghal - E-Morgdari Farsian Kalepa, Damavand - Iran.	As per the settlement, this property shall exclusively belong to Mrs. Damanpal Kaur Anand and Party No.6 (i) and (ii). This is not subject matter of partition and accordingly Party No.1 to 5 have no claim whatsoever on this property.
Office premises no.319, 3 rd Floor, Passage Kashani Avenue, Amir Kabir, Tehran with Stocks in trade and shares of company Sherkate Kultaran International Ltd. Said company has 50% share holding in the name of deceased Kultaran Singh. Remaining 50% share holding belonged to Parduman Singh Chandhiok and Parvinder Singh Chandhiok.	As per the settlement, this property including the shares in the company 'Sherkate Kultaran International' Ltd., shall exclusively belong to Mrs. Damanpal Kaur Anand and Party No.6 (i) and (ii). This is not subject matter of partition and accordingly Party No.1 to 5 have no claim whatsoever on this

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	property and in the above named company.
Telephone no.88836265 and 33391347.	These telephones do not belong to the Party no. 6. This is not subject matter of partition.
Bank Accounts in Iran which were operated upon by Shri Kultaran Singh(deceased) in Tehran and outside Tehran which were initially operated upon by Grand Father and / or Grand mother	Party no. 6 (i) and (ii) do not have knowledge of the bank accounts that belonged to their Grand Father or Grand Mother, which were operated by Late Shri Kultaran Singh. However, as per the settlement henceforth Party No.1 to 5 have no claim whatsoever on these bank accounts.
Flat No.409, admeasuring 498 sq. ft. in Lusa Tower at Azadpur, Delhi.	As per the settlement, this property shall exclusively belong to Mrs. Damanpal Kaur and Party No.6 (i) and (ii). This is not subject matter of partition and accordingly Party No.1 to 5 have no claim whatsoever on this property.
Flat no.TF-01, admeasuring 1400 sq. ft. 1/6, 3 rd Floor, East Patel Nagar, New Delhi-110008.	As per the settlement, this property shall exclusively belong to Mrs. Damanpal Kaur Anand and Party No.6 (i) and (ii). This is not subject matter of partition and accordingly Party No.1 to 5 have no claim whatsoever on this property.

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Plot No.G-3/14, DLF Phase-I, Gurgaon (Haryana) admeasuring 500 sq. yds	This property stands sold by Mrs. Daman Pal Kaur Anand and Party No.6 (i) and (ii). As per the settlement, it is agreed that the sale proceeds thereof exclusively belong to Mrs. Damanpal Kaur and Party No.6 (i) and (ii). This is not subject matter of partition and accordingly Party No.1 to 5 have no claim whatsoever on this property or the sale proceeds thereof.
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15. Daman Pal Kaur Anand as Confirming Party to this Settlement has undertaken to parties 1 to 5 that:

- i) She is fully satisfied of the partition of estate in terms of present Settlement;
- ii) She shall not lay any claim against parties 1 to 5 by way of succession and/or under the head of joint family and/ or under any other basis any claim in any part of estate of Mrs. Harbans Kaur or Mr. Harnam Singh.
- iii) She confirms the settlement worked out by her two sons who are party No. 6 to this settlement and confirms that their entire family is left with no claims of any nature, qua any property, on any basis whatsoever except for the properties 59/7 New Rohtak Road and 7/20 Kirti Nagar as detailed hereunder. Present settlement brings an end to all claims of the family of deceased Kultaran Singh.
- iv) She confirms that all appropriation /adjustment by way of money receivable or payable by and between parties 1 to 6 is acceptable to her as well. Appropriation of funds brings an

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end to all issues concerning amounts / money payable or receivable by parties 1 to 6 qua each other.

PARTIES 1 TO 6 HAVE MUTUALLY SETTLED AMONGST THEMSELVES FOR PARTITION OF PROPERTIES DETAILED HEREINAFTER WITH SPECIFIC NARRATION OF THEIR SHARE, SALE AND APPROPRIATION OF FUNDS, WHETHER RECEIVABLE OR PAYABLE AMONGST PARTIES 1 TO 6.

Finally details of properties wherein parties 1 to 6 narrowed down issues of succession to estate of Late Mrs. Harbans Kaur and that of Late Mr. Kultaran Singh are detailed hereinafter (wherein parties 1 to 6 have their unity of title and possession). Properties which are mutually agreed for partition amongst parties 1 to 6 are as follows:

Sr.No.	Properties details
1.	59/7, New Rohtak Road, New Delhi 110 005 having area of land underneath admeasuring 551 sq. yds, registered in the name of Mrs. Harbans Kaur. a) All the parties have agreed that they have equal undivided share i.e 1/6th each in the aforesaid property. b) The said property is a family property and Party Nos. 1 to 5 do not want to sell it but want to retain the same as the residential house of parties No.1 to 5 and shall be redeveloped for their use. The Party No. 6 (i) and (ii) have agreed to the said proposal of the Party Nos.1 to 5 on the assurance and representation of the Party Nos. 1 to 5 that from the sale proceeds of 7/20, Kirti Nagar Industrial Area, New Delhi, received by the Party Nos. 1 to 5, they will pay the market value of the share owned by Party No.6 (i) and (ii) in 59/7, New Rohtak Road, New Delhi 110 005. c) Party no. 6 (i) & (ii) have agreed that upon receipt of their share money in 59/7, New Rohtak Road, New Delhi 110 005, they will execute the requisite document including Relinquishment Deed in favour of the Party Nos. 1 to 5 or their nominee as advised by them.

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	d) Parties 1 to 6(i) and (ii) shall make application with MCD for approval of building plans which plans shall be signed by parties 1 to 6 (i) & (ii) and submitted with MCD for approval. e) After approval of building plans, each of the five parties (1 to 5) shall contribute for raising of structure followed by floorwise division/allotment by draw of lots. Party Nos. 1 to 5 have agreed and assured the party No.6 that they will commence the construction at 59/7, New Rohtak Road, New Delhi 110 005, only after Party No.6 (i) and (ii) are paid their 1/6th share in the said property out of sale proceeds of 7/20, Kirti Nagar Industrial Area, New Delhi. Further, Party Nos. 1 to 5 have agreed that they shall commence the work of development at 59/7, New Rohtak Road, New Delhi within next six months from the date of sale of the aforesaid Industrial Plot. f) All the parties have agreed to maintain status quo with respect to the construction and ownership rights in the aforesaid property till implementation of the above settlement. It is specifically agreed that no party shall carry out any unauthorized construction on the said property or create any third party rights till implementation of this Agreement. g) After allotment of respective portion / floor / share in the property, parties(1 to 5) shall be free to negotiate for inter se bidding. h) Party No. 6 shall have no right to sell or transfer their share to any outsider without previously offering the same to parties 1 to 5, subject to being paid their share value as mentioned above. i) All the parties within one month of execution of this Settlement shall apply to the appropriate authority for mutation/substitution of their names in the records. The expense for said mutation/substitution including any
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	demand/fees raised by the concerned authority, before allowing the said application of the parties, shall be borne equally by all the parties i.e 1/6th each. This will be to ensure that the title of the parties to the said property is marketable and is free from all legal impediments. j) That since the said property is on leasehold basis, all parties within one month of execution of this settlement shall apply for conversion of the aforesaid property from leasehold into freehold. Each of the six parties shall contribute towards conversion fee of aforesaid property from leasehold to freehold, including for any statutory demand raised by the authorities with respect to said conversion. All the parties have agreed to appoint Mr. Ravinder Singh Chandhiok as their Mediator who would carry out the process of conversion of leasehold to freehold. k) Original title documents of property no. 59/7 New Rohtak Road, New Delhi are in custody and control of Mr. Gurdev Singh.
2.	7/20, Kirti Nagar Industrial Area, New Delhi admeasuring 1866.66 sq. yds. Said property is registered in the name of late Smt. Harbans Kaur. Property is on perpetual leasehold basis. a) The Party No.1 (Mr. Gurdev Singh) has declared to all other parties herein that a Gift Deed was executed by Late Mrs. Harbans Kaur during her life time, in his favour with respect to 1/4th undivided share in the said property. In view of present settlement, the Party No.1 (Mr. Gurdev Singh) hereby declares/ certifies/confirm that the said Gift Deed dated 29.10.1965, which is duly registered with the office of the Sub-Registrar of Assurances on 30.10.1965 having registration no. 13152, in Additional Book No.1, Volume No. 1425 on pages 120 to 122, be treated as non-est/cancelled/non-enforceable document. Mr. Gurdev Singh has further

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declared that this settlement shall have overriding effect on the said Gift Deed executed in his favour. This declaration of Mr. Gurdev Singh is accepted by all the remaining parties to this Agreement, to give effect to and for implementation of this settlement.

- b) Mr. Gurdev Singh has further declared that he shall submit necessary declaration, indemnity bond, undertaking or such other document called for by the office of the L& DO, to cancel the mutation in his name which was carried out, in pursuance to the said Gift Deed.
- c) In view of above, it is agreed that all the parties herein have equal i.e 1/6th share in the aforesaid Industrial Plot comprising of the building and land underneath admeasuring 1866.66 Sq. Yards.
- d) The said property was previously let out to tenant. After recovery of vacant possession same is leased out (with prior permission of Delhi High Court granted in CS (OS) No. 966 of 2008) to M/s Samara India Pvt Ltd.
- e) Monthly rent realized from the ground floor of the said property paid by M/s Samara India Pvt Ltd., is about 5.75 lacs per month, which is distributed amongst parties 1 to 6. The said lease is continuing. The parties have agreed to continue with the said lease deed till the said property is sold.
- f) The said lessee has deposited the security amount in the Hon'ble High Court of Delhi at New Delhi. The parties will file an appropriate application for release of the interest amount earned on the said FDRs, if released, will be handed over to the Mediator Mr. Ravinder Singh Chandhiok who will deposit the same with the office of the L& DO as fees for mutation/conversion of the said industrial plot from

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	lease hold to free hold.
g)	All the parties within one month of execution of this Settlement shall also apply to the office of the L& DO for mutation/substitution of their names in the records. The expense for said mutation/substitution including the demand/fee raised by the concerned authority, before allowing the said application of the parties, shall be borne equally by all the parties i.e 1/6th each.
h)	Party Nos. 1 to 6 have agreed that they shall pay and clear all the dues and charges, as levied and demanded by the concerned authorities and shall make clear and marketable title free from all legal impediments.
i)	Since the said property is leasehold, therefore all the parties within one month of their application for mutation being allowed, shall apply for conversion of the aforesaid property from leasehold into freehold. If the amount required for conversion is more than the amount of interest received as mentioned above, then each of the six parties shall contribute equally towards conversion of aforesaid property from leasehold to freehold. Further, all the parties shall also contribute equally towards any other statutes.
j)	After mutation and deposit of conversion charges Deed of conveyance shall be got executed in favour of parties 1 to 6 themselves and/or in the name of proposed transferee (if permissible by paramount Lessor).
k)	The parties will try to sell the aforesaid property (leasehold or freehold as the case may be) to the buyer giving the best price. Property on being sold shall be transferred by due execution of sale deed/ transfer deed in favour of purchaser /transferee by all the parties herein upon receipt of their respective shares. At the time of sale of the property, if the prospective buyer wants the vacant possession of the entire property, then

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	<i>the Party Nos. 1 to 5 have agreed that they will get the possession of the First Floor of the said property vacated from their tenant(s).</i>
<i>l)</i>	<i>All the parties have agreed to maintain status quo with respect to the construction, possession and ownership rights in the aforesaid property till implementation of the above settlement. It is specifically agreed that no party shall carry out any unauthorized construction on the said property or create any third party rights till implementation of this Agreement.</i>
<i>m)</i>	<i>It is agreed that before entering into an Agreement for sale with respect to the aforesaid Industrial Plot, the market value for the property at 59/7, New Rohtak Road, Delhi will be ascertained with mutual consent of all the parties herein so as to determine the 1/6th share money that will become payable to the Party No.6 (i) and (ii) towards their share in 59/7, New Rohtak Road, New Delhi. Upon receipt of their share money in 59/7, New Rohtak Road, New Delhi, Party No. 6 (i) and (ii) shall execute requisite document thereby relinquishing their respective rights, title, interest and possession in the said property in favour of the Party No. 1 to 5 or their nominee as advised by them.</i>
<i>n)</i>	<i>If the parties, are unable to agree on the buyer to whom the said property is to be sold and/or with respect to the implementation of this settlement a dispute arises amongst the parties herein, then the same shall be first referred to the Mediator Mr. Ravinder Singh Chandhiok.</i>
<i>o)</i>	<i>On payment of amounts, as detailed above with respect to the both the properties i.e 59/7, New Rohtak Road, New Delhi 110 005 and 7/20, Kirti Nagar Industrial Area, New Delhi, the issue of partition of estate belonging to Late Mrs. Harbans Kaur shall stand finalized and settled.</i>

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	p) Original title documents of property no. 7/20, Kirti Nagar Industrial Area, New Delhi, are in custody and control of Mr. Iqbal Singh. At the time of sale of said property, original documents shall be shown to the prospective buyer. q) House tax payment with respect to the property no. 7/20, Kirti Nagar Industrial Area, New Delhi, as deposited by the parties herein are in their possession respectively, which shall be produced and shown to the prospective buyer, if any.
3.	Tenanted Shop No. 137 Amir Kabir Street, Tehran (Iran) which shop has been sold out by Damanpal kaur Anand Said sale proceeds are accounted for. After taking into account value of sale proceeds of the said property and adjustment of the same against the payables by the other parties herein to party 6 (i) and (ii), now nothing is payable by the Party no.6 and their mother Mrs. Daman Pal Kaur to Party Nos. 1 to 5. With this the partition of said shop stands settled.
4.	Shop Saadi Junoobi, Tehran (Iran) (tenanted shop) in possession of Sixth Party. It is agreed that Party Nos.1 to 5 shall have no ownership or inheritance right on the said property and same shall exclusively belong to Mrs. Daman Pal Kaur and Party No. 6 (i) and (ii). However, as per the adjustment of the accounts, the Party No. 6 (i) and (ii) undertake to pay money equivalent to 1/6th share of the sale proceeds of the said shop to Party No.3 (Mr. Surjit Singh). The said money shall become payable immediately at the time of sale of said shop in Iran or upon sale of 7/20 Kirti Nagar, Industrial Area, New Delhi, whichever is earlier. It is agreed that the sale of the aforesaid shop at Iran shall be undertaken by Mrs. Daman Pal Kaur Anand and Party No.6 (i) & (ii) only under supervision/know how of the Mediator Mr. Ravinder Singh Chandhiok. It is clarified that the Party No.3 shall have no say in the sale of the said shop and will have right on the 1/6th share of the sale proceeds only. It is further agreed that upon sale of the aforesaid shop at Iran, Party No.6 (i) and (ii) and Mr. Ravinder Singh Chandhiok shall

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	inform the Party No.3 (Mr. Surjit Singh) about said sale and the sale consideration amount shall be paid immediately upon the said sale transaction. To facilitate the ownership/ inheritance right upon Mrs. Daman Pal Kaur and Party No.6 (i) and (ii), the Party no. 1 to 5 at the time of execution of this Settlement have executed and handed over the requisite documents including NOC in their favour. With this arrangement, the issue of partition of said shop stands finalized and settled.
5.	Flat at Mumbai which ceases to exist for which the value is worked out by Party No.1 Sh. Gurdev Singh for purposes of distribution of its sale proceeds, which has been accepted by all the other parties. Thus the said sale proceeds with respect to the said property stands accounted for and adjusted. Accordingly, now nothing is payable by Party No.1/Sh. Gurdev Singh to any other Party herein.
6.	One shop at 2682, Ramlal Chadhok Marg, Kashmiri Gate, Delhi-110006, opposite Minerva Cinema, which is a tenanted property in the name of Gurdev Trading Company (Partnership Firm). Tenancy of said shop cannot be disturbed. Disturbance of landlord –tenant relationship can result into losing tenancy rights to said shop. Therefore, tenancy rights are conferred exclusively on Sh. Gurdev Singh who shall exclusively enjoy tenancy rights and possession and shall be free to run his business from the said shop. Remaining co-owners / co-sharers/co-tenants have claimed their share in said shop towards goodwill and premium of the business, value of which has been agreed and accepted by all the parties. The said value has been adjusted amongst the parties and consequently now nothing is payable by Party No.1/Sh. Gurdev Singh to any other Party herein and Party No.1 henceforth shall have exclusive tenancy rights with respect to said shop and business. The Party No. 2 to 6 (i) and (ii) have issued the requisite NOC in favour of the Party No.1 with respect to said shop.

B, It is agreed that sale proceeds of all the properties that have been sold stands adjusted against the receivables and payable amongst

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the parties herein. Accordingly, henceforth parties have no claim whatsoever against each other with respect to the same. The settlement and adjustment of said accounts shall not be open for any questioning or challenge now or later on by any party whatsoever.

C. The Party No. 1 at the time of execution of this Agreement, has handed over the self attested/certified photocopy of the title documents of the property at 59/7 New Rohtak Road Delhi and 7/20 Kirti Nagar, Industrial Area, Delhi, so as to enable them to look for a buyer. Also, the original have been shown to the Party No.6.

D. Based on total settlement of partition of estate of deceased Smt. Harbans Kaur and Late Shri Kultaran Singh amongst parties 1 to 6 and subject to undertaking of Mrs. Damanpal Kaur Anand widow of deceased Kulataran Singh Anand having left with no claims towards succession of any part of estate.

E. Party No. 1 to 5 agree that they have no right on the estate left behind by Late Sh. Kultaran Singh Anand in Iran and India and to the bank accounts anywhere.

F. Accordingly, parties have agreed to bring to an end to the entire litigation in the following manner. Details of the Court cases are as follows:

S. No.	Particulars	Name & place of Court
1.	Suit for partition CS (OS) 966/2008	Delhi High Court, New Delhi claiming partition of property No. 59/7, New Rohtak Road and 7/20 Kirti Nagar Industrial Area, New Delhi. Suit filed by Party No. 6 (i) and (ii) against parties 1 to 5. Joint Application will be filed for passing of the decree in terms of this settlement.

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2.	<i>Suit for partition – CS (OS) No. 1677/2010</i>	<i>Delhi High Court, New Delhi claiming partition of estate left behind by late Mrs. Harbans Kaur and late Sh. Kultaran Singh Anand. Joint Application will be filed for passing of the decree in terms of this settlement.</i>
3.	<i>Suit for recovery of money against Sh. Iqbal Singh only registered as CS (OS) 1340/2009.</i>	<i>Delhi High Court, New Delhi wherein Mrs. Daman Pal Kaur and Party No. 6 (i) and (ii) have alleged that though Mr. Iqbal Singh was the nominee in the suit FDRs, yet the money belonged to Mrs. Daman Pal Kaur and her sons. The said suit filed against Sh. Iqbal Singh is for recovery of Rs. 2 crores odd amount with interest. Plaintiffs (Mrs. Daman Pal Kaur and Party no. 6 (i) and (ii) in said suit shall get their statement recorded that their claim stands fully satisfied and hence suit be ordered to be dismissed as withdrawn.</i>
4.	<i>Complaint case u/s 406 IPC against Sh Iqbal Singh Anand before the Court of Sh. Satvir Singh Lamba, MM, Patiala House, New Delhi.</i>	<i>Complaint is laid by Mrs. Damanpal Kaur Anand and party 6 (i) and (ii) against Iqbal Singh for the FDRs which are subject matter of CS (OS) 1340 of 2009. Statement shall be made by all complainants in the Court that their claim stands fully satisfied and hence complaint be ordered</i>

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		<i>to be dismissed as withdrawn.</i>
5.	<i>Civil Suit for declaration, perpetual and mandatory injunction entitled as Gurdev Singh Anand and Ors. Vs. Damanpal Kaur pending before Ms. Jogendri Civil Judge, Gurgaon wherein transaction of sale of 1/4th undivided share and joint possession qua plot No. G-3/14 DLF Phase I, Gurgaon has been impugned by Parties 1 to 5.</i>	<i>Suit is filed before the Civil Court at Gurgaon. Declaration is sought that Damanpal Kaur Anand, Jaspreet Singh Anand and Gursimar Singh Anand did not have any right or title or authority or competence to transfer joint title and possession in respect of plot No. G-3/14, DLF Phase I, Gurgaon to Master Promoters Pvt Ltd. for the undivided share and possession of Mrs. Harbans Kaur whose LRs are parties 1 to 5.</i> <i>Statement shall be made by Plaintiffs that the suit claim stand settled and accordingly be dismissed as withdrawn.</i>
6.	<i>Complaint case entitled as Gurdev Singh and Ors. Vs. Daman Pal Kaur Anand and Ors. pending in the Court of Sh. Harvinder Singh, MM, Patiala House Courts, New Delhi wherein Party No. 6 and Daman Pal Kaur Anand have been summoned as</i>	<i>Parties 1 to 5 shall make statement in the Court that in view of the fact that they have settled their disputes, therefore complaint case be ordered to be dismissed as withdrawn.</i>

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	<i>accused under section 415/420 IPC.</i>	
7.	<i>Civil Suit for declaration, injunction and other relief pending in the Court of Mohd. Farukh, ADJ, Dwarka, New Delhi entitled as Gurdev Singh and Ors vs. Daman Pal Kaur Anand and Ors. registered as Suit No. 377/2016.</i>	<i>Parties 1 to 5 shall make statement that they withdraw their claims against Defendants, in view of the settlement. Suit be dismissed in terms of settlement.</i>
8.	<i>Appeal filed before the Division Bench against orders dated 25.4.2016 passed by Ld. Single Judge of Delhi High Court who declined to transfer said suit from the Court of Mohd. Farukh, ADJ, Dwarka to that of Delhi High Court for being tried along with CS (OS) No. 1677 of 2010 and CS(OS) No. 966 of 2008.</i>	<i>Party nos. 1 to 5 who have filed this appeal before the Division Bench, shall withdraw said appeal, in view of the settlement.</i>
9.	<i>Complaint Case laid by Sh. Gurdev Singh and others</i>	<i>Party No. 1 to 5 have agreed that they will drop Mrs. Daman Pal Kaur Anand and Party No. 6</i>

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	against party No. 6 pending before Ld. MM at Tis Hazari, Delhi.	(i) and (ii) from the said complaint case.
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- G. In case if there is any other case instituted by the parties against each other, and the same shall be highlighted post to finalization of this settlement, such cases shall also be governed by terms of settlement recorded in this document. Based on this document, such court case on being discovered shall be withdrawn. It shall be declared that the parties intending to prosecute is left with no cause of action, on any basis whatsoever, under any circumstances whatsoever, concerning any property whatsoever.
- H. Party No 6 have agreed that they shall pay 1/6th share in the litigation expenses, which will be incurred subsequent to execution of this Family Settlement with respect to the litigation with Mrs. Ishwari Devi on the ground of section 14 (1) (k) of the Delhi Rent Control Act, pending currently before Rent Control Tribunal and Delhi High Court. Party Nos. 1 to 5 have agreed that they shall inform the Party No.6 in advance about the litigation expenses involved, which currently is handled by Mr. Jagjit Singh. Further, Party No.6 has agreed to pay their 1/6th share of expenses towards professional fee of Mr. Jagjit Singh and misc. expenses only. Past expenses are not to be contributed by Party No.6.
- I. All the parties have agreed and undertake to execute necessary Affidavit/Undertaking/Relinquishment Deed or any other requisite document in favour of the other party, as and when asked by the said party, to give full effect to above settlement and to complete the task of implementation with respect to the rights of the parties as determined herein.
- J. All Parties herein have agreed that henceforth they shall not use any documents including blank signed documents if any, in their possession, which have been signed prior to the execution of this Settlement Deed with respect to the properties detailed above, except for the properties that stand transferred.

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K. All the parties have agreed that they shall fully implement all the terms and conditions of this Family settlement on or before 31st July, 2018.

L. Present settlement is arrived at between the parties voluntarily out of their free will and accord and without any pressure from any quarter. Parties 1 to 6 have agreed to appoint Mr. Ravinder Singh Chandhok S/o Mr. G S Chandhok R/o B-39 Greater Kailash Part-I, New Delhi-110048, as the Mediator to assist the parties herein to implement the terms of the present Memorandum.

M. Parties confirm that the terms of settlement are fully understood by each of them and in token of confirmation of its correctness have signed and laid their hands on this document”.

13. The report dated 23rd August, 2016 of the Mediator summarises the result of the various cases in which the parties have been engaged including the three cases mentioned above upon the Settlement Report and Family Settlement being accepted and made rule of the Court. The parties to the above-mentioned cases are present with their respective counsel and upon being asked confirmed that they have entered into the settlement without any pressure or undue coercion.

14. Having gone through the record and having heard all sides, this Court is satisfied that the Settlement has been arrived at by the parties out of their own free will and volition. In these circumstances, the prayers made in the three applications mentioned above deserve to be granted.

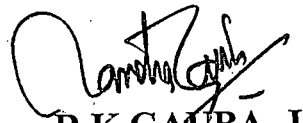
15. Thus, the first and third suit referred to above, they being CS(OS) 966/2008 and CS (OS) 1677/2010, are decreed in terms of the settlement mentioned above. The second suit, it being CS(OS) 1340/2009, is disposed of as settled/satisfied in view of the Family Settlement referred to above. All parties shall remain bound by their respective undertakings under this

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Settlement. The parties are left to bear their own costs. The Family Settlement and the Settlement Report have been marked as Ex.PA and Ex.PB respectively and shall form part of the judgment and decree in each case. The court fees in these three cases shall be refunded in accordance with law/rules.

16. It is made clear that this judgment has been passed on the file of CS(OS) 1677/2010 and shall govern the two other cases they being CS(OS) 966/2008 and CS(OS) 1340/2009. The registry shall place copies of this judgment on the said respective files.

17. The pending applications on the file of these cases are rendered infructuous and disposed of accordingly. The parties may move such appropriate applications or take out such further proceedings as may be necessary to effectuate the settlement arrived at.


R.K.GAUBA, J

JANUARY 06, 2017

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