

**HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT SRINAGAR**

WP(C) 613/2024 CM(1687/2024)

SYED FAYAZ AHMAD ANDRABI AND ANR. ...Appellant(s)/Petitioner(s)

Through: Mr. Afnan Ali, Advocate vice
Mr. Sajad Mir, Advocate

Vs.

**FINANCIAL COMMISSIONER
(REVENUE) AND ORS.**

...Respondent(s)

Through: Mr. Bilal Ahmad Malla, Advocate

CORAM:

HON'BLE MS. JUSTICE MOKSHA KHAJURIA KAZMI, JUDGE.

ORDER

14.07.2026

1. Vide order dated 15.04.2026, the instant case was referred to mediation for exploring the possibility of an amicable settlement between the parties.
2. Learned counsel appearing for the parties submit that, pursuant to the aforesaid reference, the parties have amicably resolved their disputes before the learned Mediator and have arrived at a settlement. They further submit that the terms and conditions of the settlement have been reduced into writing and duly signed by the parties. It is, accordingly, prayed that the present petition be disposed of in terms of the settlement arrived at before the Mediation Centre.
3. The learned mediator, while facilitating the settlement of the dispute, has observed and recorded as follows:

In the mediation centre several sessions of mediation were held in between the parties, joint as well individual sessions were held. After elaborate negotiations the following settlement has been reached at in between the parties.

- 1) *It is settled in between the parties that the Petitioner No 1 namely Syed Fayaz Ahmad Andrabi has purchase 6.5 Marlas of land from his Mother.*
- 2) *It is settled in between the parties that the petitioner No. 01 shall take share from this rest of property in accordance with*

the share Sharia in addition to the property he has purchased from mother.

- 3) *It is settled in between the parties that the respondent No 5 i.e. Syed Shabnum Andrabi shall take 7 Marlas of land as per the orgal gift Dated 24/07/1996 vide mutation No 3870 and shall not claim any other share from the remaining land.*
- 4) *It is settled in between the parties that the respondent No. 5 shall take her share in the shape of money once the property is sold.*
- 5) *It is settled between the parties that during his lifetime of mother i.e Nadira Begum she has sold 7 marlas of land to one Ghulam Hassan Beigh and all that sale consideration was given to Syed Ahmad andrabi in lieu of his share in the property.*
- 6) *It is settled between the parties that the Syed Ahmad Andrabi will not claim any further share from the remaining property.*
- 7) *It is settled in between the parties that out of remaining land of 19.5 Marlas the contesting parties shall nor claim any share and shall be distribute in between other siblings as per Sharia.*
- 8) *It is settled in between the parties that out of remaining land of 19.5 Marlas shall be distributed among following siblings;*
 - i. *Syed Hamid Andrabi (2 Share)*
 - ii. *Syed Fayaz Ahmad Andrabi (2 Share)*
 - iii. *Shamina Andrabi (1 Share)*
 - iv. *Syed Tabasum (1 Share)*
- 9) *It is settled in between the parties that the parties shall take there respective shares from the sale consideration once the said property (19.5) is sold.*
- 10) *It is settled in between the parties that none of the parties shall have any objection for the sale of the said property of 19.5 Marla.*
- 11) *It is settled in between the parties that the parties shall not litigate about the dispute already settled in terms of the above settlement.*
- 12) *It is settled in between the parties that above settlement have been reached in between the parties voluntarily, out of free will and without undue influence/coercion.*
- 13) *The settlement as recorded above has been made out of their own free consent without any coercion.*
- 14) *That the parties have set out their hand of the agreement/compromise today 09th day of July, 2026.*

4. In view of the submissions made by learned counsel for the parties and having regard to the settlement arrived at before the learned Mediator, this Court finds no reason to keep the present petition pending.

5. Accordingly, the petition is disposed of in terms of the settlement agreement arrived at between the parties before the Mediation Centre, which shall form part of the record.

6. Disposed of.

(MOKSHA KHAJURIA KAZMI)
JUDGE

SRINAGAR:

14.07.2026

“Adil Ismail”

