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

+ **CS(OS) 832/2012 & IA No.5875/2015.**

Decided on 05.05.2015

IN THE MATTER OF:

RAVINDER MOHAN

..... Plaintiff

Through : Mr. Shekhar Dasi, Advocate with
plaintiff in person.

versus

NEERAJ SINGLA & ORS

..... Defendants

Through : Ms. Meera Mathur, Advocate
for D-1 & 2 with D-1 in person.

None for D-3 & D-4

CORAM

HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J. (Oral)

1. The present suit has been instituted by the plaintiff against the defendants No.1, 3 & 4, who are siblings, and the defendant No.2, mother of the parties, praying *inter alia* for partitioning the Flat No.147-B (MIG) SFS) Pocket-B, Mayur Vihar Phase-II, Delhi, an immovable property owned by Shri Madan Mohan Singh (father of the plaintiff and the defendants No.1, 3 & 4 and husband of the defendant No.2). After completion of pleadings, the suit is at the stage of framing of issues.

2. Counsels for the parties state that the defendants No.3 & 4 have filed their written statements stating *inter alia* that they are not laying any claim to a share in the suit premises. They have gone on to state

that though the suit premises was purchased in the name of their father, it is the defendant No.1 who had funded the purchase of the property and the said fact was accepted by all the members of the family. In other words, the defendants No.3 & 4 do not lay any claim to a share in the suit premises. This leaves the plaintiff and the defendants No.1 & 2.

3. On the last date of hearing, having regard to the nature of dispute between the parties, it had been inquired from the counsels for the parties if they would be willing to submit themselves to mediation.

4. Today, counsels for the parties state, on instructions, that they have arrived at a settlement, in terms whereof the defendants No.1 & 2 have agreed to pay a sum of ₹27.00 lacs to the plaintiff towards his 1/5th undivided share in the suit premises, which offer has been duly accepted by the plaintiff. As for the modality of making the said payment, it has been agreed by the parties that the defendants No.1 & 2 shall pay a sum of ₹7.00 lacs to the plaintiff towards the first instalment on or before 31.5.2015 and the remaining amount of ₹20.00 lacs shall be paid in the following manner :

(a) Second instalment of ₹7.00 lacs shall be paid by the defendants No.1 & 2 to the plaintiff on or before 30.6.2015.

(b) Third instalment of ₹7.00 lacs shall be paid by the

defendants No.1 & 2 to the plaintiff on or before 31.7.2015
and

(c) the last and final instalment of ₹6.00 lacs shall be paid by
the defendants No.1 & 2 to the plaintiff on or before
31.8.2015.

5. The parties have agreed that in case the defendants No.1 & 2 commit any default in making the aforesaid payment to the plaintiff on or before the dates recorded hereinabove, they shall pay the plaintiff interest @12% p.a. for the period of default and in case of two consecutive defaults, the amount already paid shall be forfeited and the plaintiff shall be entitled to seek revival of the suit.

6. It is further agreed that in view of the settlement arrived at between the parties and recorded hereinabove, after receiving the entire agreed amount of ₹27.00 lacs, the plaintiff would not be left with any right, title or interest in the suit premises and he shall file an affidavit in confirmation of the aforesaid settlement. Further, the parties shall affix their signatures on the today's order sheet in acknowledgment of the settlement.

7. Counsels for the parties state that in view of the aforesaid comprehensive settlement arrived at between the parties, nothing further survives for adjudication in the suit which may be decreed by declaring that the plaintiff is entitled to 1/5th undivided share in the

suit property and his share has been valued at ₹27.00 lacs, which defendants No.1 & 2 have agreed to pay in the manner noted above.

8. Accordingly, with the consent of the parties, the present suit is decreed by declaring that the plaintiff is entitled to 1/5th undivided share in the suit premises and towards his 1/5th undivided share, he has accepted a sum of ₹27.00 lacs in full and final settlement and after receiving the said amount, the plaintiff would not be left with any right, title or interest in the suit premises. An affidavit on the said lines shall be filed by the plaintiff within four weeks from today.

9. The suit is accordingly decreed, while leaving the parties to bear their own costs.

10. The suit is disposed of, along with the pending application.

MAY 05, 2015
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(HIMA KOHLI)
JUDGE