

* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ **CS(OS) 2178/2014 & IA No.13457/2014**

Date of Decision: 12th January, 2015

IN THE MATTER OF

MR. SUBHASH CHAND SHARMA & ANR. Plaintiffs

Through : Mr. Satpal Sharma, Advocate with
Plaintiffs No.1 & 2 in person.

versus

MR. SRIBHAGWAN SHARMA & ORS. Defendants

Through : Defendants No.1 to 3 in person.

CORAM

HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J. (Oral)

1. The plaintiffs have filed the present suit against the defendants praying *inter alia* for a decree of partition to the extent of 1/5th share each in the property bearing No.S-532, School Block, Shakarpur, New Delhi measuring about 100 sq. yards comprising of two floors and one room with open terrace above the second floor. The plaintiff No.2 is the widow of late Shri Lakhmi Chand and the plaintiff No.1 and the defendants No.1 to 3 are the children of the plaintiff No.2 and late Shri Lakhmi Chand.

2. Vide order dated 15.9.2014, the parties were referred to mediation. Pursuant thereto, a Settlement Agreement dated 29.9.2014 has been forwarded by the Mediation Centre.

3. Learned counsel for the plaintiffs and the defendants, who appear in person and have been duly identified by the plaintiffs and their counsel, jointly state that the terms and conditions of the settlement are mentioned in para 7 to 13 of the Settlement Agreement, whereunder the

plaintiff No.2 and defendant No.3 have given up their right, title and interest in the suit property in favour of the plaintiff No.1 and the defendants No.1 & 2. As a result, plaintiff No.1 and defendants No.1 & 2 are entitled to 1/3rd share each in the suit property, as detailed in the site plan enclosed with the Settlement Agreement dated 29.9.2014 and marked as Annexure-A as also in para 7 of the Settlement Agreement. Rest of the terms and conditions are set out in paras 8 to 13 of the Settlement Agreement.

4. The dispute is between the mother and one sibling on the one hand and the remaining siblings on the other hand. The Court has interacted with the plaintiff No.2 and the defendant No.3, who affirm the terms and conditions of the Settlement Agreement and state that they have given up their respective shares in the suit property in favour of the plaintiff No.1 and the defendants No.1 & 2 and have no objection if the suit is disposed of on the aforesaid lines. Similar submissions are made by the plaintiff No.1 and the defendants No.1 & 2.

5. The Court has perused the Settlement Agreement dated 29.9.2014. The same has been signed by the plaintiff No.1, defendants No.1 to 3 and by their respective counsels. The plaintiff No.2 has endorsed the same by putting her thumb impression on the second last page of the Settlement Agreement. The same has also been signed by the learned Mediator.

6. As the parties state that they have arrived at the aforesaid settlement of their own free will and volition and without any

undue influence or coercion from any quarters, there appears no legal impediment in accepting the same. The Settlement Agreement dated 29.9.2014 is taken on record. The parties shall remain bound by the terms and conditions of the settlement.

7. Accordingly, the suit is decreed in accordance with the conditions recorded in the Settlement Agreement dated 29.9.2014 holding *inter alia* that the plaintiff No.1 and the defendants No.1 & 2 are the owners of the suit property to the extent of 1/3rd share each, as described in the site plan(Annexure-A) enclosed with the Settlement Agreement.

8. The suit is disposed of along with the pending application, while leaving the parties to bear their own costs.

9. At this stage, the defendant No.1 states that his name has been mis-spelt in the memo of parties and counsel for the plaintiffs may be directed to carry out the necessary corrections therein.

10. The plaintiffs shall carry out the necessary corrections by correctly spelling the name of the defendant No.1. An amended memo of parties shall be filed within one week with copies to the other side.

File be consigned to the record room.

(HIMA KOHLI)
JUDGE

JANUARY 12, 2015
sk/mk