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$~R-29 and R-30

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

\+ RSA 93/2010

AVTAR SINGH (DECEASED) THROUGH LRS. ..... Appellants

Through: Mr. Mukesh Anand, Advocate with Mr. R.C.S Bhadoria, Advocate.

versus

HARBHAJAN SINGH AND ORS. ..... Respondents

Through: Mr. M.K. Sharma, Advocate with Mr. Narendra Gautam, Advocate and Mr. Manish Tanwar, Advocate.

\+ RSA 94/2010

AVTAR SINGH (DECEASED) THROUGH LRS. ..... Appellants

Through: Mr. Mukesh Anand, Advocate with Mr. R.C.S Bhadoria, Advocate.

versus

HARBHAJAN SINGH AND ORS. ..... Respondents

Through: Mr. M.K. Sharma, Advocate with Mr. Narendra Gautam, Advocate and Mr. Manish Tanwar, Advocate.

CORAM:
HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% **07.09.2016**

1. Arguments were heard on behalf of the appellants with respect to merits of the matters in these two Regular Second Appeals. After hearing the arguments on 5.9.2016, the matters were adjourned to today inasmuch as parties wanted to make an endeavour to settle the matters outside the Court.

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By:AMULYA

I am happy to note that the parties have been rightly advised and assisted by their counsels for bringing this family litigation to an end.

2. These appeals are therefore disposed of as compromised as per the terms stated hereinafter:-

(i) It is agreed that the appellants/plaintiffs who form the legal heirs of the branch of late Sh. Ranjit Singh will be half i.e 50% undivided owners of the suit property bearing no.4/123, Subhash Nagar, New Delhi and the legal heirs of the branch of late Sh. Rattan Singh/respondents will be the owners of the other undivided half of the suit property. Therefore, the branches comprising the legal heirs of late Sh. Ranjit Singh, and who are the appellants herein, and legal heirs of the branch of late Sh. Rattan Singh and who are the respondents herein are held to be equal undivided co-owners of the suit property to the extent of 50% each.

(ii) It is also agreed that the parties will make endeavours to sell the suit property jointly or get a builder who under a collaboration agreement will reconstruct the property at his own costs and give shares to the parties to the present suit in newly constructed building after keeping his own share of the suit property and/or subject to such other terms which the parties to

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these appeals may agree with the collaborator/builder.

(iii) Instead of selling the suit property in the market or to a builder/collaborator, parties can also agree to sell their shares to the other branch who is the owner of the other 50% i.e each of the legal heirs being the two branches forming the appellants and respondents can sell their respective shares to the other legal heirs/branch and who will then become the sole owner of the suit property.

(iv) It is also agreed that the ground floor of the suit property is in physical possession of the appellants and will continue to remain in physical possession of the appellants till the suit property is sold or disposed of as per the terms of the present order. So far as the first floor portion is concerned, the same is in physical possession of the respondents/defendants and who will continue to remain in possession of the same till the suit property is sold or disposed of in terms of the present order. The second floor of the suit property is locked and will remain locked till the suit property is sold or disposed of in terms of the present order and this second floor will be deemed to be in joint possession of both the branches/parties.

(v) Till the suit property is sold, from the financial year 2016-17,

charges towards property tax will be equally borne by the parties.

(vi) Whatever amount has been deposited by the appellants in the execution proceedings, will be refunded back to the appellants alongwith accrued interest thereon, if the amount has been put in a fixed deposit.

(vii) The present compromise order will be an executable decree and firstly parties will be entitled to sell the suit property or dispose of the same in terms of the present order within a period of two years from today, failing which the parties can approach for execution of the present compromise decree by filing execution proceedings for sale or disposal of the property in terms of the present order.

(viii) In terms of the present order, L&DO is directed to mutate the suit property in the names of the legal heirs of late Sh. Ranjit Singh and late Sh. Rattan Singh.

3. The suits and appeals are disposed of as compromised in terms of the present order, leaving the parties to bear their own costs.

VALMIKI J. MEHTA, J

SEPTEMBER 07, 2016
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