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

+ **CS(OS) 76/2017**

KHALIDA ASAD & ORS

..... Plaintiffs

Through : Mr.Amit Bhasin, Adv.

versus

ASHIFA & OTHERS

..... Defendants

Through : Mr.Harpreet Singh, Adv. with D-3 in person

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

% **16.10.2017**

IA No.11948/2017

Defendant No.3 is present in person. Learned counsel for the parties submit that the matter has been amicably settled between the parties in terms of para 3(i) to 3 (xi) of the application and the suit be disposed of and decreed in terms thereof. Para 3(i) to 3(xi) is reproduced as under :

- i. *Plaintiff no.1 for herself and acting as a natural guardian of plaintiff no.2 and 3 has proposed to the defendants to pay her a consolidated sum of Rs.20 lakhs in lieu of all their claims, rights, share in the properties both movable and immovable left behind by Late Abdul Jalil.*
- ii. *Defendants have considered the proposal and have agreed to pay a sum of Rs.20 lakhs to the plaintiffs in lieu of all her share, claims, rights and interests, if any, in the properties both moveable and*

immoveable left behind by Late Abdul Jalil.

- iii. Out of the settled amount of Rs.20 lakhs, an amount of Rs.2 lakhs is agreed to be paid by defendant to plaintiff at the time of recording the terms of this settlement by this Hon'ble Court. Plaintiff no.1 acknowledges and accepts that the remaining settled sum of Rs.18 lakhs shall be paid by the defendants to the plaintiffs by selling property No.B-4/31-C, Third Floor, Inderlok, Delhi, which belongs to defendant no.1 and plaintiffs shall not have any objection for the sale of said property by the defendants. Plaintiff no.1 further confirms and undertakes that she will not create any hindrance, obstruction and/or impediment in the sale of said property by the defendants to the third party.*
- iv. Parties agree that the remaining settled sum of Rs.18 lakhs shall be paid by the defendants to plaintiff no.1 on or before 31st December, 2017.*
- v. Parties agree that in case aforesaid schedule of payment is not adhered to by defendants, plaintiff shall be at liberty to proceed further with the present case in accordance with law.*
- vi. Plaintiffs agree, confirm and accept that property no.B-4/31-C, Third Floor, Inderlok, Delhi in which they are residing presently, belongs exclusively to defendant No.1 and as such simultaneously with the receipt of the remaining settled amount of Rs.18 lakhs as aforesaid, the vacant and peaceful possession of property no.B-4/31C (supra) shall be handed over by them to defendant no.1.*
- vii. Plaintiffs further confirm and accept that they shall not claim any share, right or interest in any of the properties both moveable and immoveable, whether possessed in past or in future by any of the*

defendants and/or their legal heirs.

- viii. It is further agreed by defendant no.1 that she shall hand over one gold set which is in her possession and belongs to plaintiff no.1 at the time of recording of the terms of present settlement before the Hon'ble court.*
- ix. Defendant no.1 has further agreed to pay a sum of Rs.10,000/- to plaintiff no.1 towards her Mehr amount at the time of recording of the terms of present settlement before the Hon'ble Court.*
- x. Plaintiff no.1 had filed a criminal complaint before the crime against women cell against defendants, which she confirms that in view of present settlement she has already withdrawn and the said complaint unconditionally.*
- xi. Plaintiffs confirm, accept and acknowledge that upon receipt of settled sum of Rs.20 lakhs, they shall be left with no right, title or interest in the properties, both moveable and immovable belonging to Late Abdul Jalil and all their reliefs made in the present suit shall stand satisfied."*

Parties undertake to abide by the terms of the above settlement. The settlement is within the family and is voluntary without any coercion from any corner.

In view of the submissions, the suit is disposed of in terms of para 3 above of the application. The amount of Rs.2 lakh has been paid today to plaintiff No.1 and the balance amount of Rs.18 lakh shall be paid by the defendants to plaintiff No.1 by 31st December, 2017. In case the amount is not paid then the plaintiff shall be at liberty to revive the present suit in accordance with law. Decree

Sheet be drawn in terms of the above. Since the evidence has not started yet, the plaintiff shall be entitled to refund of Court fee as per the provisions of Court Fees Act.

YOGESH KHANNA, J

OCTOBER 16, 2017

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