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

+ **CS(OS) 941/2010**

SUSHMA JAIN

..... Plaintiff

Represented by: Mr. Ashish Verma,
Advocate with plaintiff in
person.

versus

SITAL DASS JAIN & OTHERS

..... Defendants

Represented by: Mr. Pawan Mathur,
Advocate with defendant
Nos. 1 and 2 in person.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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01.09.2017

I.A. No. 10027/2017 (under Section 151 CPC-for handing over the keys and demand drafts and disposal of the suit)

1. By this application the plaintiff states that the plaintiff has vacated the premises on or before 31st August, 2017 and is handing over the keys of the suit premises in her occupation to defendant Nos. 1 and 2 in Court along with the demand drafts for a sum of ₹2 lakhs as undertaken by her vide settlement arrived at before this Court and recorded on the basis of the statement of the parties on 30th May, 2017.

2. Keys of the suit property, that is, the rear portion of property No.49, Hanuman Road, New Delhi comprised of 7-8 rooms which were in possession of the plaintiff have been handed over to defendant

Nos. 1 and 2 who are present in Court along with Mr. Sushil Kumar Jain, husband of fourth daughter of defendant Nos. 1 and 2, that is, Smt. Sangeeta Jain and Mr. Arun Kumar Jain, husband of defendant No.4. Defendant Nos. 1 and 2 are identified by the learned counsel.

3. The plaintiff has also handed over the two demand drafts of ₹1 lakh each bearing Nos.050920 and 050921 dated 28th August, 2017 drawn on The Hongkong and Shanghai Banking Corporation Limited, South Extension Branch, New Delhi.

4. Application is disposed of handing over the keys of the property and the two demand drafts to the defendant Nos. 1 and 2.

CS(OS) 941/2010

1. Plaintiff Sushma Jain, daughter of Sital Dass Jain and Swaran Kanta Jain, defendant Nos. 1 and 2 herein had filed the present suit inter alia praying a decree of partition for the immovable properties bearing No. 49, Hanuman Road, Connaught Place, New Delhi, 317-321 and staircase bearing Municipal No. 316 in Phatak Habash Khan, Khari Baoli, New Delhi, the business and its assets generated from the firm M/s Kripa Ram Chiranji Lal Jain run from the property bearing No. 317-321 and staircase bearing Municipal No. 316, Phatak Habash Khan, Khari Baoli, New Delhi and also the assets generated from the firm M/s Oswal Agencies, a HUF running from the premises 49, Hanuman Road, Connaught Place, New Delhi besides permanent injunction restraining the defendant Nos. 1 to 4 from disturbing the peaceful possession of the property in the rear portion of the plaintiff at 49, Hanuman Road, Connaught Place, New Delhi and from transferring, alienating or creating any third party interest in the suit

properties of Phatak Habash Khan, Khari Baoli.

2. Issues were settled in the suit on 20th September, 2013, however, no evidence has been recorded. In the meantime, on 30th May, 2017 parties entered into a settlement and statements of plaintiff and defendant No. 1 were recorded before Court as under:

“Statement of Sushma Jain, D/o Sh. Sital Dass Jain, R/o 49, Hanuman Road, Connaught Place, New Delhi on SA.

I undertake to vacate the suit property bearing No.49, Hanuman Road, New Delhi i.e. rear portion of property comprising 7-8 rooms which is in my possession on or before 31.08.2017. I shall pay a litigation cost of Rs.2 lacs to my father who has given up his claim for mesne profits from me at the time of vacation of the suit property on or before 31.08.2017. I, my legal heirs or descendants have no claim in the suit property or property bearing No.317-321, municipal No. 316, Phatak Habash Khan, Khari Baoli, New Delhi which properties are in the names of defendants No. 1 & 2 and defendant No.1 respectively. I also undertake to withdraw my suit i.e. CS (OS) No.616147/2016 and I shall have not claim left in any of business interest of defendant No.1. I shall be liable for contempt if I do not honour my commitment and all claimed raised by defendant No.1 and defendant No.2 shall stand revived.”

“Statement of Sital Dass Jain, S/o late Sh. Chiranjil Lal Jain, R/o 49, Hanuman Road, Connaught Place, New Delhi on SA.

I am defendant No.1 in the present suit. I have filed a suit for eviction of my daughter (plaintiff) from the suit property i.e. rear portion of property comprising 7-8 rooms, 49, Hanuman Road, Connaught Place, New Delhi. On the plaintiff vacating the suit

property and having paid the litigation cost of Rs. 2lacs, the suit filed by me i.e. CS (OS) No.56976/2016 pending before the District Judge, Patiala House Court will be withdrawn by me.”

3. Abiding by the statement made before this Court plaintiff, who is present in Court and is identified by the learned counsel has handed over the keys of the rear portion of property bearing No. 49, Hanuman Road, Connaught Place, New Delhi comprised of 7-8 rooms in her possession and has also handed over two demand drafts for a sum of ₹1 lakh each as noted above to the defendant Nos. 1 and 2, who are present in Court and are identified by the learned counsel.

4. On the pointing out of defendant Nos. 1 and 2 in respect of the pending electricity and water bills against the plaintiff, a cheque bearing No. 015009 dated 1st September, 2017 drawn on The HSBC Premier Bank, Barakhamba Road, New Delhi for a sum of ₹30,000/- has been handed over to defendant Nos. 1 and 2 in lieu of dues towards electricity and water supply to the portion of premises No. 49, Hanuman Road, Connaught Place, New Delhi in possession of the plaintiff.

5. Plaintiff further undertakes to abide by her statement dated 30th May, 2017 stating that she has no claim in the suit property or property bearing No. 317-321, Municipal No. 316, Phatak Habash Khan, Khari Baoli, New Delhi which properties are in the name of defendant Nos. 1 and 2 and defendant No.1 respectively. She also undertakes to withdraw the suit bearing number CS (OS) No. 721/20122 renumbered as Suit No. 616147/2016 pending in the Court

of learned Additional District Judge, Central District, Tis Hazari Courts, New Delhi.

6. Defendant No.1, who is present in Court and is identified by learned counsel also accepts that he has received the vacant peaceful possession of the suit property, that is, rear portion of property No. 49, Hanuman Road, Connaught Place, New Delhi comprising 7-8 rooms and also ₹2 lakhs by way of two demand drafts as noted above as litigation costs besides the upto date electricity and water charges. He further undertakes to withdraw the suit bearing No. 56976/206 pending before the learned Additional District Judge, Patiala House Courts, New Delhi filed by him.

7. Suit is accordingly disposed of in terms of the settlement arrived at between the parties.

8. Date of 19th September, 2017 is cancelled.

SEPTEMBER 01, 2017
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MUKTA GUPTA, J.