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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **TEST.CAS. 58/2012**
RAJ RANI

..... Petitioner

Through : Mr.Chandan S Rawat, Advocate.

versus

THE STATE & ORS

..... Respondents

Through : Mr.Diwan Singh Chauhan,
Advocate.

CORAM:
HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

% **03.11.2017**

IA No.7413/2017

This application has already been disposed of.

Registry is directed to not to show the same as pending in the cause list.

TEST.CAS. 58/2012 and IA No. 12432/2017

The dispute pertains to property No.T-4/51, Mangolpuri Industrial Area, Phase – I, Delhi, admeasuring 200 square yards. This property originally belong to Khushi Ram, who expired on 12.11.1986 leaving behind a Will dated 04.10.1986 in favour of his wife Raj Rani, the erstwhile petitioner herein.

Smt.Raj Rani also expired on 03.12.2013 leaving behind her two daughters namely Asha Malik, Poonam Arora, and legal heirs of their third daughter Usha, who unfortunately predeceased her in the year 1982. Asha Malik is now petitioner No.1 and the legal heirs of

Smt.Poonam Arora, since expired on 15.04.2017 are also co-petitioners. The only son of Smt.Usha also expired on 31.01.2015, leaving behind his wife Pushpanjali and a minor daughter, who are respondents in this case.

During the proceedings the matter came to be settled between the parties and they have jointly moved an application under Order 23 Rule 1 & 3 of the CPC (IA No.12432/2017). The terms of the settlement are enumerated in para No.8 of the application which notes as under:-

“8. That during the pendency of the present case, the matter has been amicably settled between the parties on the following terms and conditions:

(a) Smt.Raj Rani had acquired property bearing No. 2153, 2162-2163 Rodgran Lai Kuan, Delhi from her husband vide Will dated 04.10.1986. The petitioner No.1 Smt.Asha Malik and deceased petitioner No.2 Smt.Poonam Arora @ Roma Arora as well as objector Smt. Pushpanjali had sold the property bearing No.2153, 2162-2163, Rodgran, Lai Kuan, Delhi-06 separately against consideration to different buyers and executed relevant sale/transfer documents in favour of buyers, which is hereby confirmed by the parties to this petition. Neither the petitioners nor objector shall claim any right, title or interest whatsoever from each other in respect of said property and the buyers became sole owner of the said property on the basis of sale documents executed by petitioners and objector in their favour.

(b) Mrs.Raj Rani as sole proprietor of M/s.Usha Industries was sole and absolute owner of entire lease hold built up property bearing No.T-4/51 situated at Mangol Puri Industrial Area, Phase 1, Delhi alongwith the land underneath measuring 203.40 sq.mtrs. The said property was originally allotted to M/s.Usha Industries (then consisting of Mrs.Raj Rani Arora and Mrs.Sano Devi W/o Shri Birbal Das, as its only partners) subsequently Smt.Sano Devi retired from the said firm vide dissolution deed dated 31.3.1992. Further to more confirm the ownership and rights of Mrs.Raj Rani, said Mrs.Sano Devi had also executed her last and final Will dated 1.4.1992 thereby advising and bequeathing her entire share, right, title, interest in the said firm and the said property in favour of Mrs.Raj Rani. Thus, said Mrs.Raj Rani Arora, as sole proprietor of said M/s.Usha Industries became the sole, absolute and exclusive owner of the said property.

(c) That it has been agreed between the parties to the present petition for preservance of family honour and dignity and also to bring an end to the litigations, that the objector shall be entitled to 1/3rd of the sale proceeds out of the sale of the said property while the remaining 2/3rd of sale proceeds shall belong to petitioners in equal shares. The parties have also entered into a separate Memorandum of Settlement in this regard.

(d) That the property bearing No.T-4/51, Mangolpuri Industrial Area, Phase I, Delhi is a lease hold property and it has been agreed that parties shall get the said

property converted into free hold by equal contribution in the name of petitioners and after getting the said property free hold, the said property will be sold/transferred to Smt. Shikha Aggarwal W/o Shri Sumit Aggarwal and Smt.Ritu Jindal W/o Shri Ramesh Kumar, as per agreed terms and conditions and the sale consideration shall be distributed/divided amongst the petitioners and objector in equal proportion $1/3^{rd}$ share each i.e. petitioners shall get $2/3^{rd}$ share and the objector shall get $1/3^{rd}$ share from the consideration amount.”

Both the parties have undertaken to abide by all the terms and conditions of the settlement and to honour their commitments.

The parties are present with their counsels and say the settlement is lawful voluntary and without any coercion, undue influence from anyone and is not vitiated by fraud.

In view of the submissions so made and in view of the application under Order 23 Rule 1 & 3 of the CPC, the petition stands disposed in terms of settlement as contained in para No.8 of the application. The parties shall abide by the terms of settlement and shall bear their own cost. The pending applications, if any, also stands disposed of.

YOGESH KHANNA, J

NOVEMBER 03, 2017

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