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

+ **CS(OS) 313/2016**

SHRI ASHOK KUMAR VERMA Plaintiff

Represented by: Mr. Shubham Saxena, Adv.
Mr. M.L. Garg, Advocate.

versus

SHRI RAJENDER KUMAR VERMA & ORS Defendant

Represented by: Mr. Madan Lal Sharma with
Mr. Varun Nischal, Advs.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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28.07.2017

1. Mr. Shubham Saxena, Advocate seeks discharge from the case as the plaintiff has engaged Mr. M.L. Garg, Advocate. Mr. Shubham Saxena, Advocate is discharged from the case.

2. Parties have arrived at a settlement before the Delhi High Court Mediation and Conciliation Centre on 12th May, 2017 as per the following terms and conditions-

- a) The parties to this Settlement Agreement with their respective free will and consent and without any pressure have accepted the legality and validity of registered Will dated 15.10.2007 and Codicil dated 20.06.2012 executed by Late Dr. Yogesh Chander Verma.*
- b) That of parties and beneficiaries shall submit their no objection for grant of Probate/Letters of Administration on the next date of hearing i.e. 16.05.2017 with regard to Will dated 15.10.2007 and Codicil dated 20.06.2012.*

- c) The parties shall take appropriate steps to get the Probate/Letters of Administration with the Will Annexed dated 15.10.2007 and Codicil dated 20.06.2012 at the earliest possible.*
- d) That is further agreed between the parties to this settlement that on grant of Probate/Letters of Administration with Will annexed the property shall be sold in the market at the earliest possible time.*
- e) It is agreed between the parties that each of them shall be entitled to find a buyer for the said property. It is further agreed that the property shall be sold to the person giving the highest market value of the property.*
- f) That it is agreed between the parties to this settlement that the sale proceeds of the property bearing No. A-14, Meera Bagh, Paschim Vihar, New Delhi-110087 shall be shared by the parties in the following manner :-*
 - i. An amount of ₹ 50,00,000/- (Rupees Fifty Lakhs Only) shall be given to Ms. Shveni Verma D/o Shri Ashok Verma.*
 - ii. An amount of ₹ 1,00,00,000/- (Rupees One Crore Only) shall be given to Dr. Narender Kumar Verma S/o Late Dr. Yogesh Chander Verma.*
 - iii. An amount of ₹ 30,00,000/- (Rupees Thirty Lakhs Only) out of the funds meant for the benefit of the family and family members of Party Nos. 2 and 4 shall be given to Shri Ashok Kumar Verma, Party No. 1.*
 - iv. An amount of ₹ 20,00,000/- (Rupees Twenty Lakhs Only) out of sale proceeds shall be kept for meeting the legal expenses for*

grant of Probate/Letters of Administration and the brokerage of the sale of the property.

- v. That after distributing the aforesaid amount, the remaining sale proceeds of the said property shall be shared equally by Shri Rajender Kumar Verma, Ms. Deepika panchal, Ms. Pragya Verma and Mr. Vikrant Verma in equal share of 25% each.*
- vi. An amount equal to 50% of the sale proceeds which may come to the share of Shri Rajender Kumar Verma shall be given by Shri Rajender Kumar to Shri Ashok Kumar Verma.*
- g) That the parties to this settlement shall discharge their respective liabilities on account of income tax, capital gain tax or such other liability which may be fastened upon them with regard to the inheritance of the said property.*
- h) That the present suit being CS(OS) No. 313/2016 filed by the Party No. 1, Shri Ashok Kumar Verma, shall be disposed off in terms of the above settlement.*
- i) The parties to this settlement shall also submit the copy of this settlement before the Court of Shri Sanjay Kumar, ADJ, Tis Hazari Courts, Delhi, with a request that the probate of the Will dated 15.10.2007 and Codicil dated 20.06.2012 be granted at the earliest.*
- j) The Hon'ble Court may consider refund of the court fees to the Party No. 1 in terms of the Section 16 of the Court Fees Act 1870 read with Section 89 of CPC, 1908.*
- k) By signing this Settlement Agreement, the parties hereto agree that they have no claims or demands against each other and all the*

disputes and differences have been amicably settled by the Parties hereto through the process of Mediation.

l) That the parties undertake to be always bound by the terms of this Settlement Agreement in its true letter and spirit.

m) That all the Parties agree and admit to have entered into this Settlement Agreement voluntarily and without any pressure, coercion or undue influence from any quarter whatsoever.

3. The agreement before the Delhi High Court Mediation and Conciliation Centre has been duly signed by the plaintiff and defendant Nos. 1 to 3 who were duly identified by their respective counsels.

4. Since the parties have accepted the legality and validity of the registered Will dated 15th October, 2007 and Codicil dated 20th June, 2012 executed by late Dr. Yogesh Chander Verma, learned counsel for the plaintiff seeks leave to withdraw the present suit whereby he had sought decree of partition of the suit property bearing No.A-14, Meera Bagh, Paschim Vihar, New Delhi-110087 by metes and bound and permanent injunction against the defendants.

5. The suit is dismissed as withdrawn. Since the parties have settled the matter before the Delhi High Court Mediation and Conciliation Centre, the court fees be returned under Section 16 of the Court Fees Act.

IA. 7587/2016 9992/2016, 12977/2016, 13958/2016, 14549/2016, 893/2017, 894/2017, 895/2017 and 896/2017

Applications are dismissed as infructuous.

MUKTA GUPTA, J.

JULY 28, 2017/‘v mittal’