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

+ **RFA 704/2003**

**DARSHAN DEVI**

..... Appellant

Through: Mr. Sanjeev Rajpal and Mr. Manu K. Giri, Advocates (Mobile No. 9810017534) with LR's of appellant Sh. Gulab Chand Jain, namely Sh. Pramod Jain and Sh. Sushil Jain in person.

versus

**SOHAN LAL JAIN & ORS.**

..... Respondents

Through: Mr. Kulwant Swarup Sharma, Advocate for LR of R-1 with Sh. Atul Jain in person. (Mobile No. 9811370114)  
Mr. Sudhir Talwar, Advocate for LR of R-3 with Sh. Amit Jain in person (Mobile No. 9810117146).

**CORAM:**

**HON'BLE MR. JUSTICE VALMIKI J. MEHTA**

**ORDER**

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**25.09.2018**

1. This RFA has been heard by this Court on several occasions. This RFA was first heard by this Court way back on 25.8.2017 and where after the matter was listed before this Court on 19.9.2017, 1.11.2017 and 20.11.2017. Roster thereafter changed and this Court again heard this case on 24.9.2018. Earlier this matter was listed on 14.8.2018, 12.9.2018 and

17.9.2018.

2. Most of the arguments on behalf of the appellants were addressed. At this stage counsels for the parties have very rightly advised their respective parties and the parties have therefore agreed that the plaintiff and defendant no. 2 in the suit, and who are respondent nos. 1 and 3 in this appeal, in full and final satisfaction of all their claims in the subject property bearing plot No. 144, Part of Khasra no. 572-172/177/3/45, East Azad Nagar-C, Block B, Shahdara, Delhi-32, will receive jointly and equally 100 sq. yards of the plot/suit property, and this 100 sq. yards will be the right hand side 100 sq. yards portion when looked at the property from the main road. The main road is Raghubar Pura Road which is approximately 40 feet wide.

3. It is clarified that on receipt of this land of 100 sq. yards falling to the right side of the property when looked at the property from the main road, all disputes and differences between the parties to the present appeal will stand settled, and no claim of any nature will survive of the plaintiff and defendant no. 2, who are respondent nos. 1 and 3 in this appeal, accepting the aforesaid area of 100 sq. yards which is jointly and equally allotted to them. How the area of 100 sq. yards will be *inter se* divided between the plaintiff and defendant no. 2 i.e. respondent nos. 1 and 3 will be *inter se*

decided between the plaintiff and defendant no. 2/respondent nos. 1 and 3.

It is also noted that the contest in the present litigation was between the plaintiff and defendant no. 2 on the one side and the defendant nos. 1, 3 and 5 on the other side with defendant no. 1 not opposing the case as put forth by the defendant nos. 3 and 5 Sh. Gulab Chand Jain and Smt. Darshan Devi.

4. I may note that both the plaintiff and defendant no. 2, namely Sh. Sohan Lal Jain and Sh. Daya Chand Jain and who are respondent nos. 1 and 3 in this appeal have already expired, and therefore half share each in the 100 sq. yards allotted to Sh. Sohan Lal Jain and Sh. Daya Chand Jain will fall to the legal heirs of Sh. Sohan Lal Jain and Sh. Daya Chand Jain in the ratio of 50% each out of 100 sq. yards.

5. The legal heirs of Sh. Sohan Lal Jain and Sh. Daya Chand Jain will be handed over possession of 100 sq. yards of the property falling to their share as stated above within a period of three months from today.

6. It is noted that defendant no. 1 Sh. Roshan Lal Jain supported the stand of defendant nos. 3 and 5, namely Sh. Gulab Chand Jain and his wife Smt. Darshan Devi and therefore it is held that defendant no. 1 Sh. Roshan Lal Jain/respondent no. 2 will have no right, title and interest in the suit property. Smt. Kishmisi, the sister of the parties, who was defendant no. 4

in the suit and was respondent no. 5 in this appeal, since deceased and represented by her legal heirs did not contest the suit by filing the written statement or leading evidence and therefore she would not have any right in the suit property.

7. This appeal is accordingly disposed of in terms of the aforesaid compromise order.

8. *Dasti* under the signatures of the Court Master to the counsels for the parties.

**VALMIKI J. MEHTA, J**

**SEPTEMBER 25, 2018**

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