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

+ **CS (OS) 247/2018, I.As. 7098/2018 & 12177/2018**

SMT. SEEMA MISHRA

..... Plaintiff

Through: Mr. D. K. Sharma, Advocate with
Plaintiff in person. (M:9811256468)

versus

SMT. RAMA GOEL & ANR.

..... Defendants

Through: Mr. Kapil Midha, Ms. Meenakshi
Midha and Ms. Abhivandana
Chowdhury, Advocates with D-2 in
person. (M:9818382806)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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15.11.2018

1. The Plaintiff is the daughter of Defendant No.1 and the sister of Defendant No.2. She has filed the present suit for partition and injunction seeking 1/3rd share in the property bearing Nos.B-1/44, Phase-II Ashok Vihar, New Delhi-110052 (*hereinafter 'Ashok Vihar property'*) and Flat No.204, Caxton House, 2-E, Jhandewalan Extension, New Delhi-110055 (*hereinafter 'Caxton House property'*).

2. It is the case of the Plaintiff that her father Shri Raj Kumar Goel was the owner of both these properties. He expired in 2013 and she is, therefore, entitled to 1/3rd share in the two properties.

3. The case of the Defendants, on the other hand, is that Defendant No.2 i.e. the brother is the absolute owner of the Ashok Vihar property, which was bequeathed in his favour by way of registered Will dated 26th May, 2009 and the registered gift deed dated 4th October, 2011 executed by his

father in his favour.

4. The Ashok Vihar property was duly mutated in the name of Defendant No.2 on 22nd November, 2011, after no objection dated 9th November 2011, was issued by the Plaintiff herself by filing of an affidavit. This no objection is challenged by the Plaintiff on the ground that the affidavit was signed and handed over to her father, with whom she had a bank account jointly.

5. Be that as it may it is submitted that the parties have settled their disputes on the following terms and conditions.

i) In respect of the Caxton House property, Plaintiff agrees and acknowledges that the said property was sold in the year 2017 and the same was in the name of her mother i.e. Defendant No.1. She agrees that she did not have any right in the said property and gives up her claims to the said property;

ii) In respect of the Ashok Vihar property, the Plaintiff acknowledges Defendant No.2 to be the absolute and exclusive owner of the said property and the Plaintiff has no right qua the same. She gives up her claims to the said property. The Plaintiff has no objection in Defendant No.2 raising construction in the said property, creating any third party interest or selling the same to any third party.

iii) The Defendants, being the mother and brother of the Plaintiff have, out of love and affection and as a goodwill gesture, agreed to pay a sum of Rs.1.3 crores to the Plaintiff in order to fully and finally settle their disputes and claims raised by her, without admitting the same. Schedule of payment has been agreed between the parties as under:

S. No.	Instalment	Amount	To be paid by
1.	First	Rs.10,00,000/-	One month from the date of decree i.e. to be paid by 15 th December, 2018.
2.	Second	Rs.10,00,000/-	Four months from 15 th December, 2018 i.e. to be paid by 15 th April, 2019.
3.	Third	Rs.10,00,000/-	Four months from 15 th April, 2019 i.e. to be paid by 15 th August, 2019.
4.	Fourth	Rs.10,00,000/-	Four months from 15 th August, 2019 i.e. to be paid by 15 th December, 2019.
5.	Fifth	Rs.10,00,000/-	Four months from 15 th December, 2019 i.e. to be paid by 15 th April, 2020.
6.	Sixth	Rs.10,00,000/-	Four months from 15 th April, 2020 i.e. to be paid by 15 th August, 2020.
7.	Seventh	Rs.10,00,000/-	Four months from 15 th August, 2020 i.e. to be paid by 15 th December, 2020.
8.	Eighth	Rs.10,00,000/-	Four months from 15 th

			December, 2020 i.e. to be paid by 15 th April, 2021.
9.	Ninth	Rs.10,00,000/-	Four months from 15 th April, 2021 i.e. to be paid by 15 th August, 2021.
10.	Tenth	Rs.40,00,000/-	Upon the sale of first, second and third floor after construction is complete qua the said floors or by 31 st December, 2021, whichever is earlier.

Mode of payment of the sum of Rs. 1.3 crores shall be either by way of Demand Draft or RTGS. The Plaintiff has provided her bank details to Defendant No.2, in Court today.

v. Payment of the above said amounts, gives no right to the Plaintiff to create any impediment, either in construction or sale of any floor in the Ashok Vihar property.

vi. The Plaintiff agrees to withdraw the following cases filed by her against the Defendants.

1) Suit being CS No.546/2018 titled as Seema Mishra v. Rama Goel & Anr. pending in Rohini District Courts.

2) Criminal complaint being CC No.R-7938-2018

6. The present terms are in full and final settlement of all the disputes between the parties qua all movable and immovable properties and assets of the parents of the Plaintiff. Neither the Plaintiff nor her legal heirs would

have any right, title or interest in any assets belonging to the parents of the Plaintiff including the Ashok Vihar and the Caxton House property. Both the parties undertake not to initiate any legal proceedings/action of any nature whatsoever against each other in future.

7. The Plaintiff and her brother Defendant no.2 are present. Their statements have been recorded. They state that they have entered into the settlement of their own free will without any coercion or duress. The terms of settlement recorded hereinabove shall be binding on the parties, their heirs, successors in interest and anyone acting for an on their behalf.

8. The suit is decreed in terms of the settlement entered into. Original Will, gift deed and any other certified/original documents shall be handed over to the Defendant No.2 through counsel by the Registry.

9. Decree sheet be drawn in terms of the settlement, attaching a copy of today's order. All pending I.As. also stand disposed of.

PRATHIBA M. SINGH, J.

NOVEMBER 15, 2018/dk