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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 284/2018**
SUNANDA JAIN

..... Plaintiff

Through : Mr.Naman Joshi, Advocate with
plaintiff in person.

versus

NIRMALA JAIN & ORS.

..... Defendants

Through : Mr.Dhruv Gautam and Mr.Devashish
Chauahn, Advocates for defendant
No.1.

Mr.Jasmeet Singh and Mr.Hemant
Jain, Advocates for defendants No.2
to 4.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

% **13.09.2018**

This suit is for decree of declaration and against the defendants qua the oral family settlement dated 27.02.2018 – reduced into writing by memorandum of family settlement dated 14.03.2018 – and acted upon by executing the relinquishment deed dated 15.03.2018 by the defendants and declaring the plaintiff as sole and absolute owner of the entire estate of deceased Sh.Ravinder Jain – duly described in the plaint.

During the pendency of the suit, matter has been settled between the parties in terms as enumerated in paras No.1 to 7 of the settlement agreement dated 18.08.2018 before the Delhi High Court Mediation and Conciliation Centre to the following effect:-

"1.The Second, Third, Fourth and Fifth Parties hereby reaffirm that they released, relinquished and declared that they had voluntarily 'and willingly released, relinquished and disclaimed their respective rights, titles and interests in the said portion of the Properties in favour of the First Party without receiving any monetary consideration and the First Party had accepted and acknowledged the same in terms of the afore-stated Relinquishment Deed dated 15.03.2018 duly registered at S. No.3049.

2.That the Second, Third/Fourth and Fifth parties reiterate that they had handed over and/ or placed the First Party in physical possession of all the said Properties along with all original title documents, so as to make the First Party the absolute owner thereof who has since so become the exclusive owner thereof to the exclusion of all others.

3. That the Second, Third, Fourth and Fifth Parties declare that they were left with no right, title, claim, or concern of any nature whatsoever in the said Properties and the First Party had become the absolute owner of all the said Properties to the exclusion of the Second, Third, Fourth and Fifth Parties and any person/s claiming any right/entitlement in any manner whatsoever under them and that the First Party had become and is the complete owner of the all said Properties.

4. The First Party was/is at liberty to get all the said Properties transferred/ mutated in her own name in the records of concerned authorities, namely Delhi Development Authority, Lang & Development Office, Municipal Corporation of Delhi, concerned authorities, banks, financial institutions etc on the basis of the afore referred Relinquishment Deed dated 15.03.2018 or its certified true copy and/or the present Settlement Agreement and the order of the Hon'ble Court.

5. That Second, Third, Fourth and Fifth Parties were not / are not liable to bear and pay any liabilities and taxes etc. if any liabilities and taxes, as may be applicable in respect of all the said Properties were to be / would be borne and the same shall be paid by the First Party only.

6. That the Second/Third, Fourth and Fifth Parties had released their respective share out of love and affection with the First Party and without taking any monetary consideration.

7. That the parties agree that an appropriate decree of declaration may be passed by the Hon'ble Court in aforesaid CS (OS) No. 284/2018, that the First Party herein namely Sunanda Jain (Plaintiff in the said suit) is the absolute and exclusive owner in exclusive possession of the properties left by Late Sh. Ravinder Jain as described hereinabove and the other parties, namely, Second, Third, Fourth and Fifth Parties have no right, title and / or interest therein."

It is stated the parties have entered into above settlement

voluntarily, without any undue influence from any corner and since the agreement is lawful the decree be passed in favour of the plaintiff in terms of settlement so arrived at.

With the signing of this agreement, the parties shall have no further claim over each other in respect of the estate of deceased and settled their differences through mediation process.

In the circumstances the suit of the plaintiff stands decreed in her favour as per the terms of settlement enumerated in paras No.1 to 7, (supra) of the settlement agreement dated 18.08.2018 which shall form part of the decree. The pending application(s), if any, also stands disposed of.

Since the parties have settled the matter before the Delhi High Court Mediation and Conciliation Centre, the plaintiff shall be entitled to the refund of the Court fees as per provisions of the Indian Court Fees Act. Parties to bear their own costs. Decree sheet be prepared.

YOGESH KHANNA, J

SEPTEMBER 13, 2018

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