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

+ **RFA 578/2017**

RAJESH KUMAR SAINI

..... Petitioner

Through: Mr. Abhay Singh, Advocate (M: 9873238574) along with Mr. Rajesh Saini (M: 8130385018) Appellant in person.

versus

CHANDRAKANTA & ORS

.... Respondents

Through: Ms. Chandrakanta Saini, R1 (M: 8800348444), and Mr. Siddarth Saini, R-3 (M: 8860625743) in person.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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23.03.2018

1. The Appellant, Mr. Rajesh Kr. Saini is present in court. Respondent no. 1 and 3 are also present in Court. Respondent no 4 is a proforma Respondent. Mrs. Kapuri Devi is the mother of the Appellant and the Respondent No. 1. It is submitted by both the Appellant and Respondents that she does not have any claims in the property.
2. The parties have settled their disputes in the Delhi High Court Mediation and Conciliation Centre. The settlement agreement dated 22nd January, 2018 has been received from the Mediation Centre. The Appellant and the Respondent No. 1 are real brother and sister. They have settled their disputes in the following terms and conditions:

“1. It is agreed between the parties that the existing

structure built upon the suit property shall be demolished and new construction comprising of Ground Floor and four floors above it shall be constructed jointly by the Appellant and Respondent No.3 within a period of about 2 years from the signing of the instant settlement agreement.

2. It is agreed between the parties that they shall jointly apply for construction plan, if required, with the concerned authority(s).

3. It is agreed between the parties that Appellant and Respondent No.3 shall jointly supervise the demolition of ground floor and three floors presently in existence and thereafter construct the suit land and shall bear the expenses in equal proportion for the demolition as well as re-construction on the suit land.

4. It is further agreed between the parties that the ground floor and terrace above the fourth floor of the new construction shall be in joint possession/ownership of Appellant and Respondent No.3.

5. It is further agreed between the parties that Appellant shall be in exclusive possession of the Third and Fourth Floor of the suit property and shall construct the interiors of these floors on his own cost and expenses and to his own liking.

6. It is further agreed between the parties that Respondent No.3 shall be in exclusive possession of First and Second Floor of the suit property and shall construct the interiors of these floors on his own cost and expenses and to his own liking.

7. It is further agreed between the parties that a separate electricity and water connection shall be obtained by Appellant and Respondent No.3 for their respective portions.

8. It is further agreed between the parties that the Appellant and Respondent No.3 shall be exclusive owner of their respective portions as mentioned hereinabove and shall be entitled to sell/lease/license

in favour of any person(s).

3. The Court has perused the settlement and interacted with the parties in order to clarify the nomenclature of the various Floors of the property, so that no confusion prevails as to the portions which fall in the respective share of the parties. Parties agree that the crux of the settlement is that stilt parking shall be made on the ground floor of the property which shall be commonly used by the Appellant and the Respondents. The floor above the stilt parking has been described as the first floor of the property. Thus, the property which is to be constructed would have the following floors:

Ground Floor: Stilt parking - For common use of both sides;

First Floor and Second Floor - Shall fall in the share of the Respondents;

Third Floor and Fourth Floor - Shall fall in the share of the Appellant.

Terrace/Roof - For common use of both sides.

4. Accordingly, the floors which fall in the exclusive possession of the Respondent No. 3 as per clause 6 are the two floors described as first and second floors of the suit property which would be the floors constructed above the stilt parking.

5. The top two floors as per clause 5 described as the third and fourth floor in the report shall fall in the share of the Appellant. The Terrace/roof shall be in the joint possession/use of the Appellant and the Respondents.

6. The building plans shall be jointly submitted to the municipal authorities with the signatures of the appellant and one authorised person on behalf of the Respondents. Parties shall demolish the property and construct the property as per the approved building plans.

7. The suit is accordingly decreed in terms of the settlement agreement

read with paragraph 3 above. Parties shall be bound by the terms of the settlement. All parties have signed the settlement agreement. The Respondents were not represented through any counsel even before the Ld. mediator. In view thereof, the Respondents are directed to submit copies of their identification cards to the Court which shall be attached to the settlement agreement. The impugned judgment/decreed is modified in terms of the settlement. The parties are left to bear their own costs. Decree sheet be drawn incorporating the settlement terms in the settlement agreement dated 22nd January 2018 along with paragraph 3 hereinabove.

8. The parties shall affix their signatures below in acceptance of the terms of settlement recorded above. The appeal is disposed of as settled.

PRATHIBA M. SINGH, J

MARCH 23, 2018/uj