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

+ **CS(OS) 204/2019 & I.A. 5326/2019**

SHRI. ASHOK KUMAR Plaintiff

Through: Mr. Vikram Seth, Advocate.
Mr. Ashok Kumar in person.

versus

SHRI. GULSHAN KUMAR & ANR. Defendants

Through: Ms. Vandana Bhatia, Advocate with
Mr. Sarthak Bhatia, Advocate.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **23.05.2019**

1. The present suit is for partition and injunction. Vide order dated 11th April 2019, parties were referred to the Delhi High Court Mediation and Conciliation Centre of this Court.

2. Mediation has been successful and a Settlement Agreement dated 7th May 2019 purporting to be signed by the plaintiff, the defendants and the respective counsels for the parties and signed by the Mediator has been received from the Mediation Cell of this Court. The same is marked as Exhibit C-1. The terms of the settlement are reproduced here under:

“1. The parties have agreed and acknowledged that the suit land was purchased by their father in the interest and betterment of the First, Second and Third Party and, therefore, the parties have agreed to settle the matter amicably. The parties agree to divide

/partition and demarcate their shares in the suit land in the following manner; as described in the site plan and agreed as part of the present Settlement Agreement. Original site plan, demarcating the portions agreed to be owned and possessed by the parties herein, is attached herewith as ANNEXURE-A1.

a) Portion 'A': It is agreed between the parties that the portion in the site plan demarcated in Yellow colour and marked as 'A' shall be the portion owned by Late Shri Dlwani Chand, area measuring 3 bighas 19.5 biswas, bearing Khasra No. 44/1/1, 10, 11, 20, 45/3, 4, 5/1, 6, 7, 8, 13, 14, 15 situated in the area of village Najafgarh, Delhi, having purchased on 11.02.1987 from Shri Paras Ram, S/o Sh. Khazan, R/o Village Roshanpura, Najafgarh, New Delhi.

b) Portion 'B': It is agreed between the parties that the portion in the site plan demarcated in Green colour and marked as 'B' shall be the portion owned by the Second Party, area measuring 3 bighas 19.5 biswas, bearing Mustatil No. 44, Killa No. 1/1, 10, 11, 20 and Mustatil No. 45, Killa No. 3, 4, 5/1, 6, 7, 8, 13, 14, 15 situated in the area of village Najafgarh, Delhi, having purchased on 13.03.1987 from Shri Basheshar, S/o Sh. Khazan, R/o Village Roshanpura, Najafgarh, New Delhi.

c) Portion 'C-I': It is agreed between the parties that the portion in the site plan demarcated in Red colour and marked as 'C-I' shall be the portion owned by the Third Party, area measuring 3 bighas 19.5 biswas bearing Khasra No. 44/1/1, 10, 11, 20, 45/3, 4, 5/1, 6, 7, 8, 13, 14, 15 situated in the area of village Najafgarh, Delhi, having purchased on 11.02.1987 from Shri Ram Singh, S/o Sh. Khazan, R/o Village Roshanpura, Najafgarh, New Delhi.

d) Portion 'C-I I': it is agreed between the parties that the portion in the site plan demarcated in Red colour and marked as 'C-I' shall be the portion owned by the Third Party, area measuring 3 bighas 19.5 biswas measuring Mustatil No. 44, Killa No. 1/1, 10, 11. 20 and Mustatil No. 45, Killa No. 3, 4, 5/1, 6, 7, 8, 13, 14, 15 situated in the area of village Najafgarh, Delhi, having purchased

on 13.03.1987 from Shri Kali Ram Singh, S/o Sh. Khazan, R/o Village Roshanpura, Najafgarh, New Delhi.

2. It is agreed between the parties that the portion of the land marked as 'A' in the Site Plan attached herewith, which has been agreed to be the portion in the name of Late Shri Dewan Chand, shall be exclusively owned and possessed by the First Party / Plaintiff. The Second Party and Third Party (as legal heirs of Late Shri Dewan Chand) agree and undertake that they shall execute respective Relinquishment Deeds with respect to their shares in the the said land 'A', in favour of the First Party, within 30 days after the Hon'ble High Court passes a consent decree in terms of the present Settlement Agreement. The Second Party and Third Party agree and undertake that they shall not claim any right, title and interest in the said portion 'A' which was in the name of their father. Late Shri Dewan Chand share and agree and undertake not to disturb the peaceful possession of the First Party in the said portion of the land demarcated in the Yellow colour and marked as 'A' in the site plan, on any ground whatsoever.

3. It is agreed between the parties that the Second Party shall own and possess the land demarcated in Green colour and marked as 'B' in the Site Plan, attached herewith. The First Party and the Third Party agree and undertake not to challenge the said ownership, right, title and interest and / or exclusive possession of the Second Party on the said portion of the land, on any ground whatsoever.

4. It is agreed between the parties that the Third Party shall own and possess the land demarcated in Red colour and marked as 'C-I and C-II' in the Site Plan, attached herewith. The First Party and the Second Party agree not to challenge the said ownership, right, title and interest and / or exclusive possession of the Third Party on the said portion of the land, on any ground whatsoever.

5. The parties agree that a decree may be passed by this Hon'ble Court in terms of the present Settlement Agreement.”

3. The counsels support the Settlement Agreement and seek decree in terms thereof.

4. I have perused the compromise/settlement arrived at between the parties and find the same to be lawful.

5. A decree is passed, in terms of the Settlement Agreement dated 7th May 2019, which along with the Annexure thereto shall form part of the decree sheet.

6. Decree sheet be prepared.

7. A certificate entitling the plaintiff to refund of court fees be issued and handed over to the counsel for the plaintiff.

SANJEEV NARULA, J

MAY 23, 2019

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