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

+ **CS(OS) 1068/2010 & I.A. 794/2012**

TILAK RAJ SHARMA Plaintiff

Through: Mr. Suresh Sharma, Advocate.

versus

MAYA DEVI SHARMA & ORS Defendants

Through: Mr. Gaurav Kumar Singi, Advocate
for D-1 & D-2.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **20.05.2019**

1. The present suit is for partition, declaration and permanent injunction, vide order dated 25th October 2018, the 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 8th May 2019 purporting to be signed by the Plaintiff, the Defendants, their respective counsels and has been signed by the Mediator. The report has been received from the Mediation Cell of this Court and the same is marked as Exhibit C-1. The terms of the settlement are reproduced here under:

“1. The property bearing no. 744/45, Lekhu Nagar, Shambhu Nagar, Tri Nagar Delhi, admeasuring 100 Sq. Yds, (referred to as Sr. No. IV), since being the absolute property of Second Party / Maya Devi shall remain with her as such and she shall have full / complete right, title and interest in the said property.

2. The property referred to at SI.No.(I) at present is under the unauthorized occupation of one Shri Sandeep Kumar R/o C-150, Gali No. 1, Vandana Vihar, Nangloi, Delhi. It has been agreed between the parties that the First Party and Third Party shall be the joint owners having 50% undivided share each in the said property. It is further agreed between the First Party and Third Party that they shall initiate legal actions, if so required, against the unauthorized occupant as per legal advise.

3. The parties have agreed to sell / liquidate and apportion the proceeds of machinery lying at the Tuisi Nagar property (referred to at SI.No.(V) and (VI) and proceeds shall be equally divided between First Party and Third Party. It is further agreed between the First Party and the Third Party that the said machinery shall be sold on or before 30th September, 2019.

4. It has been agreed between the parties that the properties referred to at S1.No. (III), (V) and (VI) shall be sold by the parties jointly. It has further been agreed between the parties that all the parties shall make full endeavour to look for the buyers so as to sell the said properties on or before 30th September, 2019. It has further been agreed between the parties that the properties shall be sold to the prospective buyer who shall quote the highest price.

5. It is also agreed that in case any of the party shall have any objection to the sale of the said properties to the prospective buyer quoting the highest price, then the said objector / party shall sell the properties to the buyer of his choice, who will give the price of the said properties higher than that of the said prospective buyer within a period of 15 days from getting the highest quote. It is clearly agreed and undertaken by the parties that the said properties shall be sold, latest by 31st December, 2019. The sale proceeds so received against the sale of the above properties referred to at Serial Nos. III, V and VI, shall be divided by all the parties in the ratio and proportion of 1/6th share each.

6. It has been agreed by all the parties that the valuation of the property referred to at SI.No.(II) is taken as Rs.40,00,000/-. First Party and Third Party to Sixth Party have agreed that they will relinquish all their claims in the said property if each of them gets 1/6th share in the said valuation of Rs.40,00,000/- of the said property.

7. It is agreed by the Second Party / Maya Devi that in lieu of having absolute ownership in the property bearing No.743/45, Lekhu Nagar, Shambhu Nagar, Tri Nagar, Delhi, she will adjust / set off the consideration, as she would be entitled from the sale of the properties as mentioned at SI.No. (III), (V) and (VI), so as to give 1/6th share of Rs.40,00,000/- to rest of the parties. The First Party and Third Party to Sixth Party shall not be left with any claim, right, title and interest over the property bearing No.743/45, Lekhu Nagar, Shambhu Nagar, Tri Nagar, Delhi, after the receipt of their share as stated hereinabove.

8. It has been agreed between the parties that the First Party and Third Party shall be the joint owners having 50% undivided share each in the properties referred to at SI.No.(VII) and (VIII).

9. It has been agreed between the parties that the Second Party and Third Party shall take all steps so as to get the FIR No. 594, dated 10.09.2014 registered at P.S. Nihal Vihar, West Delhi, quashed against themselves as per law subject to discretion of the Hon'ble Court. The First Party and other parties shall co-operate and execute all the documents necessary for getting the FIR quashed against the Second Party and Third Party.

10. The First Party to Sixth Party shall cooperate and extend all necessary assistance in resolving the intent and purpose of implementation of this settlement agreement.

11. The parties agree that they shall cooperate and appear/present themselves on priority for the purposes of executing and registration of sale documents before the concerned office/Sub-Registrar, etc. on the proposed dates being intimated/noticed

prior in time. It is further agreed that the concerned parties shall execute necessary documents i.e. Relinquishment Deed, No Objection Certificate, etc. so as to confer absolute interest, title, ownership in respect of property mentioned at Serial no. I, VII and VIII in favour of First Party and Third Party.

12. It is agreed between the parties that the present suit being CS(OS) No. 1068/2010 may be disposed off/decreed in terms of the present Settlement Agreement, subject to the discretion of the Hon'ble Court. It is further undertaken by the First Party that he shall withdraw the Contempt Application filed by him in the present suit, simultaneously alongwith the disposal of the present suit.

13. That if any of the party(ies) has filed any complaint either against each other and/or any other family member which is not in the knowledge of the either party(ies) in any court of law, police or any other authority either in Delhi or any Part of India then it shall be deemed to be considered as compromised and withdrawn.

14. The parties have executed this settlement agreement after understanding the contents of the same in vernacular, voluntarily and without pressure, threat or coercion.

By signing this Agreement the parties hereto state that they have no further claims or demands against each other and all the disputes and differences in this regard have been amicably settled by the Parties hereto through the process of Mediation.

The parties shall be bound with the terms and conditions of this settlement agreement and shall not challenge the terms and conditions of this settlement agreement in any court of law or Authority.”

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 8th May 2019, which along with the Annexure thereto shall form part of the decree sheet.

6. Pending application is disposed off. Decree sheet be prepared.

SANJEEV NARULA, J

MAY 20, 2019

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