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

+ **CS(OS) 121/2017**

MONA SINGH

..... Plaintiff

Represented by: Mr. Sumit Chander, Mr. Gurdeep
Chauhan, Mr. Aarzu Khattar, Advs.

versus

AMIT SINGH

..... Defendant

Represented by: Mr. Vikrant Singh Bais, Mr. Yogesh
Tiwari, Advs.

+ **TEST.CAS. 11/2017**

SMT MONA SINGH

..... Petitioner

Represented by: Mr. Sumit Chander, Mr. Gurdeep
Chauhan, Mr. Aarzu Khattar, Advs.

versus

**GOVT. OF NATIONAL CAPITAL TERRITORY OF DELHI &
ORS**

..... Respondent

Represented by: Mr. Shadan Farasat, ASC for
GNCTD/R-1.
Mr. Vikrant Singh Bais, Mr. Yogesh
Tiwari, Advs. for R-2

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

% **11.12.2019**

I.A.17596/2019 in CS(OS) 121/2017

I.A.17595/2019 in TEST.CAS. 11/2017

1. By these two applications the parties in the suit and the petition seek disposal of the suit and the petition in terms of the settlement arrived at between the parties.

2. Applications are disposed of permitting disposal of the suit and

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testamentary case in terms of the settlement which settlement agreement is taken on record in both the suit as well as testamentary case.

CS(OS) 121/2017 and TEST.CAS. 11/2017

1. Late Shri Jagbir Singh and late Ms. Bimlesh died leaving behind four legal heirs i.e. Ms. Mona Singh W/o Mr. Utsedh Kumar, Ms. Ekta Kumar W/o Mr. Alok Kumar and Ms. Sweta Singh besides one son Mr. Amit Singh.
2. Ms. Mona Singh filed the testamentary case No. 11/2017 claiming probate of the Will dated 20th May, 2016 executed by late Shri Jagbir wherein she impleaded Shri Amit Singh, her brother as respondent No.2 and Smt. Ekta Singh and Smt. Sweta Singh her two sisters as respondents No.3 and 4 respectively.
3. By virtue of the Will dated 20th May, 2016 late Jagbir Singh had bequeathed the property D-14, Ground Floor, Narmada Apartment, Alaknanda exclusively to Ms. Mona Singh.
4. Ms. Mona Singh and Ms. Sweta Singh also filed the suit being CS(OS) 121/2017 inter-alia seeking a decree of possession, permanent injunction against the defendant i.e. Shri Amit Singh in respect of the portion of the suit property i.e. D-14, Ground Floor, Narmada Apartment, Alaknanda, New Delhi 110019 as the remaining portion of the suit property was with her.
5. During the pendency of the present suit and the testamentary case, the siblings have entered into a settlement vide the settlement deed dated 11th December, 2019 copies whereof are taken on record in both the suit and the testamentary case.
6. As per the settlement deed the parents of the four siblings have left

four properties i.e. entire premises of property bearing D-14, Narmada Apartments, Alaknanda called the 'Delhi Property', besides Holy Mother Public School, Fafrana Road, Modinagar, UP; Ancestral Agricultural Land of late Mr. Jagbir in village Dhamera, Bulundshahar, UP measuring 11 bighas and Self-acquired agricultural land of late Ms. Bimlesh in village Dhamera, Bulundshahar, UP measuring 25 bighas referred to as "other properties" in the settlement deed.

7. As per the deed of settlement, the parties have mutually agreed to settle their disputes on the following terms and conditions:

1. *"The First Party hereby gives up all their claims, rights and possession of the "other properties" of Late Mr. Jagbir Singh and Late Ms. Bimlesh in favour of their brother Mr. Amit Singh (Second Party) as on the date of this settlement becoming the decree of the Court. More detailed as under:*
 - a. *Holy Mother Public School, Fafrana Road, Modinagar, UP*
 - b. *Ancestral Agricultural Land of Late Mr. Jagbir in village Dhamera, Bulundshahar, UP measuring 11 bighas*
 - c. *Self Acquired Agricultural Land of Late Ms. Bimlesh in village Dhamera, Bulundshahar, UP measuring 25 bighas*
4. *The Second Party hereby gives up and relinquishes all his claims, rights and possession of the "Delhi properties" of Late Mr. Jagbir Singh and Late Ms. Bimlesh in favour of his sister Ms. Mona Singh of the First Party as on the date of this settlement becoming the decree of the Court.*
5. *The Second Party hereby consents and undertakes to the Hon'ble Court of Delhi in case titled "Mona Singh vs. Amit Singh bearing case No. CS (OS) 121 of 2017" and Case titled "Mona Singh vs. Govt. of NCT of Delhi & Ors. bearing Test Case No. 11 of 2017" that he shall handover peaceful vacant possession of the "delhi property" bearing No. D-14, Narmada Apartments, Alaknanda, New Delhi-110019 of Late Mr. Jagbir*

Singh to his sister Ms. Mona Singh on or before 30th April, 2020.

6. The Second Party hereby consents and undertakes to the Hon'ble Court of Delhi in case titled "Mona Singh vs. Amit Singh bearing case No. CS (OS) 121 of 2017" and Case titled "Mona Singh vs. Govt. of NCT of Delhi & Ors. bearing Test Case No. 11 of 2017" that he shall not claim any right, title or interest over the "delhi property" bearing No. D-14, Narmada Apartments, Alaknanda, New Delhi-110019 of Late Mr. Jagbir Singh after 30th April, 2020 in any manner whatsoever before any authority or court of law.
7. Ms. Ekta Kumar and Ms. Sweta Singh of the first party along with the second party have no objection if the property bearing No. D-14, Narmada Apartments, Alaknanda, New Delhi-110019 of Late Mr. Jagbir Singh in favour of their sister Ms. Mona Singh.
8. The Second Party shall sign, verify, produce himself before the office of the Sub-Registrar or any other authority, produce any documents in his possession with respect to property bearing No. D-14, Narmada Apartments, Alaknanda, New Delhi-110019 and support in every manner for ensuring the smooth transfer of ownership of the said Delhi property in the name of Ms. Mona Singh.
9. The Second Party undertakes and affirms that he shall not enter the Delhi property bearing No. D-14, Narmada Apartments, Alaknanda, New Delhi-110019 for any reason whatsoever after 30th April 2020.
10. The First Party undertakes and affirms that they shall not enter the aforesaid "other properties" defined hereinabove for any reason whatsoever after 30th April 2020
11. The Second Party undertakes that in case he fails to hand over the vacant physical possession of the property bearing No. D-14, Narmada Apartments, Alaknanda, New Delhi-110019 on or before 30th April, 2020 he shall pay to Ms.

Mona Singh a penalty amounting to Rs. 1 Lac per day from 1st May, 2020 till its realization.

12. The Second Party undertakes to pay all dues arising out of the usage of the "Delhi Property" bearing No. D-14, Narmada Apartments, Alaknanda, New Delhi-110019 upto 30th April, 2020. Such dues are including but not limited to bills / dues for gas, electricity, water and other utility bills etc.
13. The First Party shall do all necessary acts as may be required by the second party for smooth transfer of the aforesaid "Other Properties" in the name of Amit Singh.
14. The parties shall withdraw all cases filed against each other namely:
 - a. Case titled Mona Singh vs. Amit Singh bearing case No. CS (OS) 121 of 2017 before the Hon'ble High Court of Delhi
 - b. Case titled Mona Singh vs. Govt. of NCT of Delhi & Ors. bearing Test Case No. 11 of 2017 before the Hon'ble High Court of Delhi
 - c. Case titled Sweta Singh vs. Mona Singh & Ors. Bearing case No. 188 of 2017 before the Court of Civil Judge (Senior Division), Ghaziabad District Court
 - d. Any other legal proceedings in the nature of civil / criminal proceedings other than the aforesaid cases are pending before any court of law or any authority.
15. The Second Party confirms that incase he fails to pay the penalty as above, the same may be recovered by the First Party from sale proceeds of the "Other Properties" or any other properties of Amit Singh or his legal heirs. In such case, the Second Party shall have no objection if the First Party takes action to sell "Other Properties" or any other properties of Amit Singh or his legal heirs for recovery of the penalty amount so calculated.
16. The Second Party affirms that the possession of the "Other Properties" are already with him and/or his legal heirs. The same are once again mentioned as follows:

- a. *Holy Mother Public School, Fafrana Road, Modinagar, UP*
- b. *Ancestral Agricultural Land of Late Mr. Jagbir in village Dhamera, Bulundshahar, UP measuring 11 bighas*
- c. *Self Acquired Agricultural Land of Late Ms. Bimlesh in village Dhamera, Bulundshahar, UP measuring 25 bighas*

17. *The Parties hereby mutually agree that this settlement is a full and final settlement and is final and binding on all parties and their legal heirs and no party shall not have any claim whatsoever against each other after all the terms of the settlement are fully satisfied.*

18. *The Parties hereby mutually agree that they shall not dispute the ownership and possession of the properties as decided and divided hereinabove amongst the legal heirs.*

19. *That the respective parties shall become absolute owner of the properties falling in their share as per this settlement deed on the date of this deed becoming the decree of the court."*

8. The settlement deed is duly signed by Ms. Ekta, Ms. Mona and Mr. Amit Singh. A general power of attorney has been executed by Smt. Sweta Singh in favour of Smt. Mona Singh who has thus signed on behalf of herself as also on behalf of Smt. Sweta Singh. Copy of the general power of attorney executed by Smt. Sweta Singh in favour of Smt. Mona Singh is also taken on record in both the suit and testamentary case.

9. Ms. Mona Singh and Ms. Ekta Singh are present in Court and are duly identified by the learned counsel on behalf of Ms. Mona Singh. Mr. Amit Singh is also present in Court and is identified by his counsel. They affirm the settlement arrived at between the parties. Ms. Mona Singh as general power of attorney holder of Smt. Sweta Singh also affirms the settlement on her behalf.

10. Ms. Mona Singh on behalf of herself and as general power of attorney holder of Ms. Sweta Singh, Ms. Ekta Singh and Mr. Amit Singh undertake to abide by the terms of settlement and have signed the order sheet in acknowledgement of their undertakings.

11. Suit is accordingly decreed in terms of the settlement as arrived at between the parties. The decree sheet will incorporate the terms of settlement.

12. Court fees be returned to Ms. Mona Singh on her behalf and as general power of attorney of Ms. Sweta Singh under Section 16A of the Court Fees Act.

13. Testamentary case is accordingly withdrawn by Ms. Mona Singh.

14. Copy of this order be given dasti to the parties.

I.A. 7125/2017 (u/O XXXIX R 1&2 CPC) in CS(OS) 121/2017

Application is disposed of as infructuous.

Mukta Gupta
MUKTA GUPTA, J.

DECEMBER 11, 2019
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Pl-1 in CS(OS) 121/17 *Mona*
Pl-2 in CS(OS) 121/17 *Mona* (POA of Sweta Singh)
Pl-Test case 11/17 *Mona*
Res 1 in CS(OS) 121/17 *Mona*
Res 2 in Test Cas 11/17 *Mona*
Res 3 in Test Cas 11/17 *Ekta*
Res 4 in Test Cas 11/17 *Mona* (POA of Sweta Singh)
I identify Ms. Mona Singh, Ms. Ekta Kuman Singh, Mr. Sweta Singh
SUMIT CHANDRAN
ADV
D/19/17/02
I identify Amit Singh
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(Vikram Singh Bera)
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