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IN THE HIGH COURT OF DELHI AT NEW DELHI

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RFA 474/2018

JAI BHAGWAN

Through: Mr.B.S.Bartwal, Advocate with
appellant in person

..... Appellant

versus

KAPOOR SINGH DAGAR & ORS

Through: R-1 and 2 in person
Mr.T.R.Kashyap, Advocate for R-3

..... Respondents

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

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23.08.2019

CM APPL No.37629/2019

The parties have settled the dispute vide settlement agreement dated 05.04.2019 before the Mediation Centre. The contents of settlement are as follows :

6. *The following settlement has been arrived at between the Parties hereto:*

a) It is agreed between the parties that they will put an end to the litigation pending between them. Accordingly, it is agreed between the parties that the First Party will be entitled to 55% of the suit property i.e. land which is the subject matter of the registered Sale Deed dated 03.04.2007.

b) It is further agreed between the parties that the Second Party viz. Mr. Kapoor Singh Dagar and Mr. Naresh Dagar will be jointly entitled to remaining 45% of the suit property i.e. land which is the subject matter of the registered Sale Deed dated 03.04.2007.

c) It is agreed that Third Party shall have No-objection to the above arrangement and he also admit and acknowledge that the First and Second Party as such shall be exclusive owner of the said suit property in the ratio mentioned hereinabove.

d) All the parties agree and undertake that they shall not raise any objection to the above mentioned ratio of share(s).

e) The First and Second Party agreed to partition the said suit property as per their share mentioned hereinabove by metes and bounds in the above mentioned ratio f between them.

f) The parties agreed shall make a joint statement before the Hon'ble High Court to dispose of the present RFA No. 474/2018 in terms of the present settlement agreement.

The appellant and respondents No.1 and 2 are present and their statements have also been recorded separately and they all agree to abide by the settlement so arrived at and noted above. Respondents No.1 and 2 have also produced their Adhaar Cards as proof of their identity. The parties to abide by the settlement so arrived at in para 6(a) to para 6(f) of the Settlement Agreement dated 05.04.2019.

In view of the above, the application stands disposed of.

The RFA is also disposed of. No order as to costs.

YOGESH KHANNA, J.

AUGUST 23, 2019

VL

Item No.9

23.08.2019

RFA 474/2018

JAI BHAGWAN versus

KAPOOR SINGH DAGAR & ORS

Statement of Mr. Kapoor Singh Dagar, S/o Mr. Chand Ram R/o Village & Post Office Malikpur, New Delhi-110073 and Mr. Naresh Dagar, S/o Mr. R.S. Dagar, R/o H.No. 46, Samastur Khalsa, New Delhi-110073

On SA :

We have gone through the Settlement Agreement dated 05.04.2019 arrived at between the appellant and both of us viz. respondent No.1 and respondent No.2 in term of para 6(a) to 6(f) of the agreement and we say the said settlement was entered into by both of us voluntarily and with our own free will and that vide the above settlement agreement all the issues and differences have since been amicably settled among all of us and we shall abide by the terms and conditions set out in para 6(a) to 6(f) of the Settlement Agreement 05.04.2019 and shall not raise any further dispute in respect thereof.

RO & AC

YOGESH KHANNA, J.

Kapoor Singh Dagar

Naresh Dagar

August 23, 2019

VLD

Item No.9

23.08.2019

RFA 474/2018

JAI BHAGWAN versus

KAPOOR SINGH DAGAR & ORS

Statement of Jai Bhagwan S/o Mr.Ram Chander R/o Village & Post Office Dighal, District Jhajjar, Haryana.

On SA :

I have gone through the Settlement Agreement dated 05.04.2019 arrived at between me (appellant) and respondents No.1 and 2 in term of para 6(a) to 6(f) of the agreement and I say the said settlement agreement was entered into by me voluntarily and with my own free will and that vide the above settlement agreement all the issues and differences have since been amicably settled among all of us and I shall abide by the terms and conditions set out in para 6(a) to 6(f) of the Settlement Agreement 05.04.2019 and shall not raise any further dispute in respect thereof.

RO & AC

YOGESH KHANNA, J.

Jai Bhagwan

August 23, 2019

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