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

+ **CS(OS) 50/2019**

SMT VINOD KUMARI Plaintiff

Represented by: Mr.Abhishek Sharma, Advocate.

versus

SH YOGENDER @ MANJEET & ORS. Defendants

Represented by: Mr.Abhimanyu, Advocate for
defendant No.1 with defendant No.1
in person.

Mr.Abhishek Singh, Advocate for
defendant No.2.

Ms.Priya Sharma, Advocate for
defendant Nos.3 and 4.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

24.01.2020

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1. By the present suit the plaintiff, who is the sister of the defendants, had inter alia sought a decree declaring the Will dated 13th April, 2011 executed by Shri Sukhbir Singh as null and void and besides a decree of partition of the residential house and the extended lal doora plot and a decree of injunction.

2. During the pendency of the present suit, parties were referred to Delhi High Court Mediation and Conciliation Centre where they have arrived at a settlement. Copy of the settlement agreement dated 16th December, 2019 is on record. Parties have entered into a settlement on the following terms and conditions:

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1. *That it has been voluntarily agreed between all the parties that they would honour the oral family settlement already reached between the parties herein, in furtherance to which the entire properties would be owned and possessed by the two brothers, as per the distribution already done. The Parties further agree that the mutation having done in favour of the Defendant No. 1 and the Defendant No. 2 is correct as per the terms of the Oral Family Settlement.*
2. *That the Defendant No. 3 and the Defendant No. 4 agree to abide by the terms of the Oral Family Settlement that they neither want nor would claim anything from the entire estate left behind by their deceased parents and hereby relinquish all their respective claims, rights, interest etc. in favour of the Defendant No. 1 and the Defendant No. 2 in equal proportions.*
3. *That it has also been voluntarily agreed between the Plaintiff, the Defendant No. 1 and the Defendant No. 2 that the Plaintiff would also not claim anything from the entire estate left behind by their deceased parents and hereby relinquish all her respective claims, rights, interest etc. in favour of the Defendant No. 1 and the Defendant No. 2 in equal proportions. However, as per the terms of the Oral Family Settlement, the Defendant No. 1 and the Defendant No. 2 have agreed to pay to the Plaintiff the following:*
 - a. *The Defendant No. 1 has agreed to pay and the Plaintiff has agreed to take a sum of Rs. 30,00,000/- [Rupees Thirty Lakh Only] from the Defendant No. 1 towards all her claims, rights, interest etc. qua the Defendant No. 1. The said amount of Rs.30,00,000/- [Rupees Thirty Lakh Only] shall be paid by the Defendant No. 1 to the Plaintiff, within 03 (Three) months of the decree being passed by Hon'ble High Court of Delhi and withdrawal of appeal u/s 64 of DLR Act 1954 before Hon'ble Deputy Commissioner/Collector (District-North), Alipur, bearing Appeal No. 636/DM/N/2018/1049 and Case ID No. 20781, whichever is later.*

- b. *The Defendant No. 2 had agreed to give and the Plaintiff had agreed to take a land to the extent of 120 Sq. Yds. from the Defendant No. 2. In this regard, the Defendant No. 2 had already demarcated an area admeasuring 120 Sq. Yds., in Khasra no. 197 situated in the extended Lal Dora of Village Naya Bans, Iradat Nagar, New Delhi and the same had been bounded with the makeshift boundaries, as shown in the site plan annexed herewith this Settlement Agreement as ANNEXURE-A. The said demarcated area of land had already been inspected by the Plaintiff and she is satisfied with the demarcation, as done. The Defendant No. 2 would handover the possession of the said demarcated area to the Plaintiff and would execute the gift deed for transfer of the ownership of the said demarcated area in favour of the Plaintiff, within 01 (One) month of the decree being passed by Hon'ble High Court of Delhi and withdrawal of appeal u/s 64 of DLR Act 1954 before Hon'ble Deputy Commissioner/Collector (District-North), Alipur, bearing Appeal No. 636/DM/N/2018/1049 and Case ID No. 20781, whichever is later. As agreed all the expenses, including stamp duty etc. pertaining to the execution of the gift deed in favour of the Plaintiff, would be borne by the Plaintiff.*
4. *That the Plaintiff has agreed that on compliance of the terms of the present Settlement Agreement, all her claims, past, present and future, including the claims agitated and raised in the Suit bearing CS(OS) No. 50 of 2019 pending before the Hon'ble Delhi High Court and the pending appeal u/s 64 of DLR Act 1954 before Hon'ble Deputy Commissioner/Collector (District-North), Alipur, bearing Appeal No. 636/DM/N/2018/1049 and Case ID No. 20781, would stands satisfied and as such the Plaintiff has agreed to withdraw the aforesaid appeal u/s 64 of DLR Act 1954 before Hon'ble Deputy Commissioner/Collector (District-North), Alipur, within 02 (Two) weeks from today i.e. from the date of signing of the present Settlement Agreement.*

5. *That within 01 (one) month of the passing of the decree by the Hon'ble High Court of Delhi in furtherance to the present Settlement, the Defendant No. 2 would apply for grant of necessary permission/s from the appropriate authority/s for transfer of the aforesaid agreed piece of land in favor of the Plaintiff and all the Parties would cooperate in this regard.*
6. *That immediately within 01 (one) month of the permission having been granted to the Defendant No. 2 to transfer the aforesaid agreed piece of land to the Plaintiff, the Defendant No. 2 would execute the gift deed in favor of the Plaintiff.*
7. *That the Defendant No. 3 and the Defendant No. 4, having relinquished all their claims, rights, interests etc. in favor of the Defendant No. 1 and the Defendant No. 2, in equal proportions, pertaining to the entire estate left behind by their parents, the Defendant No. 3 and the Defendant No. 4 undertake to get the Relinquishment Deed executed and registered with the appropriate authority in favour of the Defendant No. 1 and the Defendant No. 2, in this regard within 02 (two) months of passing of the decree by the Hon'ble High Court of Delhi in furtherance to the present Settlement.*
8. *That in the event the Defendant No. 1 fails to pay the aforesaid agreed amount of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) to the Plaintiff, in the manner as agreed above, the Defendant No. 1 shall pay the agreed liquidated damages to the Plaintiff @ Rs. 50,000/- (Rupees Fifty Thousand Only) per month till the entire agreed amount of liquidated damages of Rs.30,00,000/- (Rupees Thirty Lakhs Only) is paid to the Plaintiff.*
9. *That further in the event the Defendant No. 1 fails to either pay the aforesaid agreed damages or the agreed sum of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) to the Plaintiff, the Plaintiff shall be entitled to execute the decree passed by the Hon'ble Court in furtherance to the present Settlement Agreement against the Defendant No. 1 from the properties having fallen in the share of the Defendant No. 1.*

10. *That in the event the Defendant No. 2 fails to transfer the aforesaid agreed land to the Plaintiff, the Plaintiff shall be entitled to execute the decree passed by the Hon'ble Court in furtherance to the present Settlement Agreement against the Defendant No. 1 and in that eventuality the entire expenses borne by the Plaintiff shall be recoverable from the properties having fallen in the share of the Defendant No. 2.*
11. *That after performance of the respective obligations of the Defendant No. 1 and the Defendant No. 2, the Defendant No. 1 and the Defendant No. 2 shall be the respective absolute owners of their respective properties already in their possession, as described in the recital clauses hereinabove with absolute right to deal with the same in any manner whatsoever and no party or their legal heirs shall raise any dispute or claim any shares in the said properties.*
12. *That the present Settlement Agreement is binding upon the legal heirs of all the parties and they are under legal obligation involving its implementation in letters and spirit.*
13. *That the Settlement Agreement is executed by all the parties in an amicable and amiable atmosphere without any pressure, threat, coercion, undue influence etc. It is clarified on behalf of the Plaintiff, the Defendant No. 3 and the Defendant No. 4 that they acknowledge the genuineness of Will dated 13.04.2011.*
14. *That the present Settlement Agreement has been read over and explained to the parties by their respective counsels and the mediator in their Vernacular language.*
3. The settlement agreement is duly signed by the plaintiff and the four defendants who are siblings who have been duly identified by the respective counsels.

4. Plaintiff and defendant Nos.1, 3 and 4 are present in Court as well and affirm the settlement arrived at between the parties and undertake to abide by the same. Defendant No.2 is stated to be hospitalised at the moment and thus is not present in Court.
5. Consequently, the suit is decreed in terms of the settlement arrived at between the parties.
6. Decree sheet will incorporate the terms of the settlement.
7. Court fee be returned to the plaintiff under Section 16 of the Court Fees Act.
8. Registry will issue necessary certificate in this regard.

I.A. 1251/2019 (under Order XXXIX Rule 1 and 2 CPC)

Application is disposed of as infructuous.

MUKTA GUPTA, J.

JANUARY 24, 2020
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