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

+ **I.P.A. 7/2017**

POOJA

..... Petitioner

Represented by: Ms. Rabiya Thakur, Adv.

versus

SH NARENDER KUMAR & ORS

..... Respondent

Represented by: Mr. Pankaj K. Sharma, Adv. for
R-1&2.

Mr. U.M. Tripathi, Adv. for R-3&4.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

17.01.2020

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1. The present petition has been filed by the petitioner seeking permission to sue in forma paupris seeking a decree for declaration of 1/3rd share in the suit property bearing H.No. 16/1615-E, Bapa Nagar, Karol Bagh and partitioning the same and declaring the relinquishment deed dated 19th June, 2006 as an invalid and illegal document, cancelling the will dated 19th July, 2006 executed by late Smt. Shanti Devi as also a decree for cancellation of general power of attorney, agreement to sell, receipt, affidavit and special power of attorney all dated 19th July, 2006, besides a decree of permanent injunction, damages and compensation.
2. Defendant No.1 and defendant No.2 are the uncle and aunt of the petitioner whereas defendant No.3 and defendant No.4 her stepmother and stepbrother respectively, though petitioner denies the marriage between her father and defendant No.3.
3. During the pendency of the present suit parties have entered into a

settlement before the Delhi High Court Mediation and Conciliation Centre on 13th January, 2020 and copy of the settlement agreement has been placed on record.

4. The parties to the settlement are as under: Pooja first party, Narender Kumar second party, Raj Dulari third party, Rekha Sharma along with her son Master Ridhav fourth party and Pramod Goyal as fifth party.

5. Shri Nathu Ram the father of second party and third party and grandfather of the first party died intestate on 16th June, 2002 leaving behind H.No. 16/1615-E, Bapa Nagar, Karol Bagh admeasuring 50 sq.yds. Thus, 1/3rd portion of the suit property fell to the share of the father of the first party and 1/3rd portion each to party No.2 and 3 respectively.

6. The parties have entered into the settlement on the following terms and conditions:

1. *The Fifth Party agrees and undertakes to construct the ground floor, first floor, second floor, third floor and fourth floor with mumty by demolishing the existing structure existing on the Suit property, complete in all respects and hand over the physical vacant possession of the same to the Second Party and Fourth Party within 12 months from the date of handing over of the physical possession of the suit property by the Second and the Fourth Party to the Fifth Party.*
2. *The Second Party and Fourth Party who are presently in possession of the Property agree and undertake to hand over the possession of the suit property to the Fifth Party on or before 25.03.2020.*
3. *The Third Party agrees and undertakes to relinquish her undivided share in the property in favour of the Second Party and has agreed to execute Relinquishment Deed or any other document required for the said purpose.*

4. The parties agree that after the completion of construction work by the Fifth party on the suit property, the ownership of the floors of the Property shall be as follows:-

S. No.	Party	Name	Ownership
1	Second Party	Sh. Narender Kumar	Entire Ground floor and entire second floor (without any rights to the terrace)
2	Fourth Party	Smt. Rekha Sharma and Master Ridhav	Entire first floor (no rights to the terrace)
3	Fifth Party	Sh. Parmod Goyal	Entire third floor and fourth floor (with terrace)

5. The Second Party or the Fifth Party for and on behalf of the Second Party agrees and undertakes to pay a sum of Rs. 7,00,000/- (Rupees Seven Lakhs Only) to the First Party on or before 31.03.2020 towards her share in the suit property. The First Party agrees that on receipt of the agreed amount of Rs. 7,00,000/- (Rupees Seven Lakhs Only) to the First Party all her claims in respect of the suit property shall be satisfied. The Second Party and Fifth Party have handed over a post dated cheque No. 096231 dated 31.03.2020 drawn on Bank of India amounting to Rs. 7,00,000/- to the First Party at the time of signing of the present Settlement Agreement. Copy of the same is annexed herewith as **ANNEXURE – B.**
6. The Second and Fifth Party undertake that the said post dated cheque shall be honored on its presentation.
7. The Second Party and Fifth Party agree that in case of default on their part to pay the said amount to the First Party in terms of the present Settlement Agreement, the Second Party and/or the Fifth Party jointly or severally shall

be liable to pay interest @ 24% per annum on the agreed amount till the said amount is paid.

- 8. The Second Party agrees and undertakes to withdraw the civil suit bearing No. SCJ 11062/16 is pending before Sh. Nitish Kumar Sharma, Civil Judge, Tis Hazari Courts, Delhi within one week from the passing of orders by the Hon'ble High Court of Delhi in terms of the present Settlement Agreement.*
- 9. The First Party agrees and undertakes not to pursue her complaint filed by her against the Second Party with P.S. Prashad Nagar, New Delhi and further undertakes not to file any complaint / proceedings / cases in respect of the issues involved in IPA No. 7/2017.*
- 10. The Third Party agrees and undertakes to place the present Settlement Agreement on record of the proceedings pending before Mohd. Fahad-uddin, Ld. Metropolitan Magistrate, Tis Hazari Courts, Delhi in respect of the criminal complaint filed by her against the Second Party and shall extend her full cooperation for compounding / quashing of the criminal proceedings against the Second Party.*
- 11. The parties to the present case shall withdraw each and every case (civil or criminal) pending before the Trial Court amongst each other.*
- 12. The parties agree that a decree be passed in terms of the present Settlement Agreement and IPA No. 7/2017 be decreed in terms of the present Settlement Agreement.*
- 13. The parties agree that the present Settlement Agreement supersedes all prior agreements and undertakings, oral or written between the parties with respect to the subject matter hereof.*

14. *The Parties agree that they have executed the present Settlement Agreement of their own free will and consent and have not been coerced or subjected to any pressure and undue influence from any corner to execute the same.*
15. *The Parties to this Settlement Agreement agree and undertake to be bound by the terms and conditions contained in this Settlement Agreement.*
16. *The parties agree to seek refund of Court Fee deposited by them in the above said civil suit and the counter claim in terms of Section 16 of Court Fee Act, 1876.*

7. Petitioner Ms. Pooja who is present in Court and is identified by the learned counsel affirms that she has received a post-dated cheque No. 096231 dated 31st March, 2020 drawn on Bank of India for a sum of ₹7 lakhs at the time of signing of the settlement agreement and that she has now no claim whatsoever against the defendants nor will she pursue her complaint filed by her against the second party at PS Prasad Nagar, New Delhi nor does she wish to pursue the present I.P.A. No. 7/2017.

8. Consequently, the present petition is dismissed as withdrawn subject to the encashment of cheque No. 096231 dated 31st March, 2020.

I.A. 13222/2017 (under Order XXXIII CPC)

I.A.13223/2017 (under Order XXXIX Rule 1 and 2 CPC),

I.A. 3197/2019 (for filing correct address),

I.A. 4138/2019 (delay),

I.A. 4508/2019 (under Section 26 Protection of Women from Domestic Violence Act)

Applications are dismissed as withdrawn.

MUKTA GUPTA, J.

JANUARY 17, 2020 /‘ga’