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

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Date of decision: 13.09.2021

+ CS(OS) 447/2020 & I.A. 12529/2020

MRS. ANJU PARWANI AND ANR. & ANR.Plaintiffs

Through Mr.Piyush Kaushik & Ms.Hyyat
Ahluwalia, Advs.

versus

ASHWANI PARWANI AND ANR & ANR. Defendants

Through Mr.Subhash Mishra, Adv. for
Defendant Nos.1 & 2.

CORAM:

HON'BLE MR. JUSTICE SURESH KUMAR KAIT

J U D G M E N T (oral)

1. The present suit has been filed for partition and permanent injunction by the plaintiffs in respect of property bearing No.43/16, 2nd Floor, East Patel Nagar, New Delhi-110008 declaring the Plaintiff No. 1 to be 2/3rd owner of the suit property and both Plaintiff No. 2 and Defendant No. 1 to be the owner to the extent of 1/6th share.

2. The crux of the suit is plaintiff no.1 along with her husband Late Mr.Jawaharlal Parwani, who is father of plaintiff no.2 and defendant no.1, had purchased half undivided share each in the suit property vide two

separate sale deeds, both dated 15.09.2000. One half undivided share in the properties was registered in the name of Late Jawaharlal Parwani and the other half undivided share in the property was in the name of plaintiff no.1 without terrace/roof rights in the freehold property along with proportionate, undivided, indivisible and impartible ownership rights in the underneath land admeasuring 200 sq. yards. The husband of plaintiff no.1 expired intestate on 06.07.2016, leaving behind plaintiff no.1, plaintiff no.2 and defendant no.1 as his only Class-I legal heir in respect of his half undivided share in the said property.

3. It is further contented in the suit that plaintiff no.1, plaintiff no.2 and defendant no.1 succeeded to the half undivided share of Late Jawaharlal Parwani in the ratio of $\frac{1}{3}^{\text{rd}}$ share each. Accordingly, the share of plaintiff no.1 increased to $\frac{2}{3}^{\text{rd}}$ and plaintiff no.2 and defendant no.1 became owners of $\frac{1}{6}^{\text{th}}$ share each in the said property.

4. After demise of Late Jawaharlal Parwani, certain disputes and differences arose between the parties, hence, plaintiffs have filed the present suit seeking partition and permanent injunction in respect of abovementioned suit property.

5. Vide order dated 22.12.2020, at the time of issuance of summons in

the suit and notices of the application for stay, this Court directed the parties to maintain *status quo* qua title and possession of the suit property.

6. Vide order dated 22.03.2021, the matter was referred to the Delhi High Court Mediation and Conciliation Centre (SAMADHAN) for making an effort to amicably resolve their disputes.

7. This court is informed that the parties have mutually settled their disputes and the terms of the settlement have been incorporated in Settlement Agreement dated 19.07.2021, which is duly signed by both the sides/parties. The aforesaid Settlement Agreement dated 19.07.2021 has come on record.

8. Learned counsel for the plaintiff submits the terms of settlement are incorporated in Para-11(i) to (xxiv) of the aforesaid Settlement Agreement dated 19.07.2021 and the present suit be decreed in terms thereof.

9. Learned counsel appearing on behalf of defendants submit that the defendants undertake to abide by the terms of aforesaid Settlement Agreement dated 19.07.2021.

10. This Court has gone through the contents of the mediated Settlement Agreement dated 19.07.2021 and find it to be valid and lawful.

11. Accordingly, the present suit is decreed in terms of Settlement

Agreement dated 19.07.2021, which shall form part of decree. Decree sheet be accordingly drawn.

12. Needless to say, parties shall remain bound by the terms of the Settlement Agreement dated 19.07.2021.

13. In view of above, present suit and pending application are accordingly disposed of.

SEPTEMBER 13, 2021
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(SURESH KUMAR KAIT)
JUDGE

