

\$~26(Original Side)

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

+ **CS(OS) 91/2018 &I.A. 12856/2021**

SH. NARENDER KUMAR YADAV Plaintiff

Through: **Ms. Suman Chaudhary, Adv.**
versus

SMT. VIJAY SHARMA Defendant

Through:

CORAM:

HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER (ORAL)

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01.10.2021

I.A. 12856/2021

1. This is an application for disposal of the suit in terms of the settlement executed between the parties under the aegis of the Delhi High Court Mediation and Conciliation Centre.

2. The settlement agreement, dated 31st July, 2021, has been placed on record. The terms of the settlement agreement read thus:

“1. That the parties hereby agreed that the Second Party shall transfer 4 Bighas land (out of the Suit Land) in the name of First Party or his nominee (i.e. daughters/wife of the First Party) by executing a Gift Deed out of his own free will and accord and also in full and final satisfaction of all the claims of the First Party against the Second Party, in order to completely resolve the dispute /controversy arisen between the parties.

2. It has been agreed between the parties that the First Party accordingly shall handover clear, complete and peaceful possession of 2^{1/2} Bighas land to Second Party out of the Suit

Land i.e. in Khasra No.16//20& 21 towards eastern side having 99 feet frontage on Najafgarh - Dhansa main road, which abutted to road in northern side as Marked in Red Color in the Ak-Sijra, for installing and running a cng/fuel station.

3. It has been agreed between the parties that the Second Party shall hand-over the duly signed Form seeking the NOC from the concerned authority for transfer of the aforesaid 4 Bighas land (out of the suit land) in the name of First Party or his nominee (i.e. daughters/wife of the First Party) immediately after taking-over clear and peaceful possession of the aforesaid 2^{1/2} Bighas land, and then the Second Party shall execute the Gift Deed as and when requested by the First Party within 30 days of procurement of NOC. All the expenses, direct or indirect, in execution of Gift Deed shall be borne by First Party.

4. It has been agreed between the parties that the Second Party, as and when requested by the First Party, shall make himself present and shall make necessary statement before the concerned Tehsildar/RA or any other competent authority for sanction of mutation in the name of First Party or his nominee i.e. daughters/wife according to Gift Deed qua the aforesaid 4 Bigha land (out of the suit land).

5. It has been agreed between the parties that the Second Party shall remain the owner and in possession of abovementioned 2^{1/2} Bighas land in Kh.No.16//20 & 21 situated in the Revenue Estate of Village Surhera, Delhi and the First Party shall not claim any kind of right, title or interest qua the said 2^{1/2} Bighas land of Second Party ever.

6. It has been agreed between the parties that the First Party shall withdraw his all cases/complaint against the Second Party including CS(OS) No. 91/2018 upon the execution of the present agreement.

7. It has further been agreed between the parties that either of the Parties shall not file any suit/case/appeal/complaint against the either party in respect of present dispute which is being resolved through this Compromise Deed and upon execution of the present deed the

First Party and Second Party have settled all their dispute in toto in respect of aforesaid dispute.

8. That the aforesaid terms have been agreed between the parties, upon the representation of the First Party that he is in the absolute possession of the said 2^{1/2} Bighas land since many decades in terms of the oral family settlement /partition with his brothers and there is no impediment in handing- over the possession of the said land to the Second Party. The First Party further has agreed to keep the Second Party indemnified against any litigation/complaint or any contentious proceedings initiated by any of the brothers (including their legal heirs or any other person) claiming rights in the aforesaid said 2^{1/2} Bighas land.

9. That the First Party and Second Party, upon fulfillment of the terms of the present agreement i.e. on becoming the absolute owners of their respective land/share in possession (out of the suit land) shall have all kind of right, title or interest qua their respective shares to use the same as per their needs and requirement as per law and each Party shall not object the same in any manner, whatsoever.

10. The parties undertake to present themselves before the Hon'ble Court during the virtual court hearing confirming the terms of the Settlement Agreement.

11. That the Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

12. It has been agreed between the parties that the First party may request to the Hon'ble Court for refund/withdrawal of the court fee paid by him in the present suit and the Second Party shall have no objection to the same.

13. By giving consent to this Agreement the parties hereto state that they have no further claims or demands against each other or their relatives and have settled their disputes and differences amicably through the process of Mediation. That both the parties will not file any criminal or civil case against each other in future qua the present dispute.”

3. Learned Counsel for the parties undertake that their client would abide by the aforesaid terms of the settlement agreement between them.

4. Accordingly, nothing survives for adjudication in the present suit, which is decreed in accordance with the aforesaid terms of settlement.

5. The Registry is directed to draw up a decree sheet in accordance thereto.

6. The suit stands disposed of.

C.HARI SHANKAR, J

OCTOBER 1, 2021

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