

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

% **Date of order : 10th February, 2023**

+ **CS(OS) 76/2012**

RAJA PREM SINGH

..... Plaintiff

Through: Ms.Yashodhara Burmon Roy,
Advocate

versus

RAVINANDANI AND OTHERS

..... Defendants.

Through: Mr.Rohan Thawani, Advocate

CORAM:

HON'BLE MR. JUSTICE CHANDRA DHARI SINGH

ORDER

CHANDRA DHARI SINGH, J (Oral)

I.A. No. 333/2023 (under Order XXII Rule 4 CPC)

1. The present application under Order XXII Rule 4 of the Code of Civil Procedure, 1908, has been filed on behalf of the plaintiff seeking exemption from substituting the legal heirs of the defendant No. 3 who has expired.

2. For the averments made in the application, the application is allowed and the plaintiff is exempted from substituting the legal heirs of the defendant No. 3 (since deceased).

3. Accordingly, the application is disposed of.

I.A. No. 8570/2022 (u/O XXIII Rule 3 CPC)

1. The present application under Order XXIII Rule 3 of the Code of

CS(OS) 76/2012

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Civil Procedure, 1908, has been filed by the plaintiff and the defendants No. 1 and 2 seeking the following reliefs:

“A) Allow this application and take the Settlement Agreement dated 13.04.2022 on record and dispose of the suit in terms of the Settlement Agreement dated 13.04.2022;

B) Pass any further orders this Hon'ble Court may deem fit and proper under the facts and circumstances of the case.”

2. The plaintiff has filed the present suit against the defendants for partition of the properties of Late Rajmata Devendra Kumari in equal shares among her Class-I legal heirs in accordance with the provisions of the Hindu Succession Act, 1956.

3. The defendants No. 1 and 2 have appeared before this Court, filed their written statement, and contested the suit. However, defendant No. 3 was proceeded *ex-parte* and defendant No. 4 was removed from the memorandum of parties *vide* order dated 7th April, 2015 passed by this Court. Consequently, only defendants No. 1 and 2 were the contesting defendants.

4. During the proceeding of the instant civil suit, the plaintiff and the defendants No. 1 and 2 have mutually and amicably agreed to settle the dispute between themselves. Consequently, on 13th April, 2022 the said parties executed a Settlement Agreement, recording the terms of compromise, out of their own free will and consent, in an effort to resolve all of their differences. The following are the relevant terms of the Settlement Agreement dated 13th April, 2022 which are reproduced herein:

- “1. That the forgoing recitals as mentioned above are incorporated herein by this reference and constitute an integral part of this Agreement.*
- 2. That the SECOND PARTY and the THIRD PARTY admit and agrees the claim of the FIRST PARTY to the extent of 77-15-00 Bigha out of the land comprised in Khewat No. 2/6, Khasra No. 86/27 measuring 141-05-00 situated in Mohal Jungle Jhumhaar, Hadbast No. 188, Tehsil Chamba District Chamba, Himachal Pradesh, adjacent to the existing land owned and possessed by the FIRST PARTY (hereinafter referred to as 'the said Land'), presently, the said Land is in possession of the SECOND PARTY being part of the estate of Late Rajmata Devendra Kumari. The possession of the said Land shall be handed over by the SECOND PARTY to the FIRST PARTY or his nominee on or before the day of disposal of the said Suit on basis of this agreement, letter of possession for the same to be handed over to FIRST PARTY or their council and acknowledgment letter for the same to be give in return. Further, entries in the revenue record, mutation or any other related department, if any, with respect to the same shall be affected in favour of the FIRST PARTY or his nominee with the help of the SECOND PARTY and the THIRD PARTY, after the disposal of the said Suit. Copy of Jamabandi 2019-2020 of the said land and Tatimais attached herewith. A map of said land clearly showing the area settled as stated above, attached herewith.*
- 3. That the SECOND PARTY and the THIRD PARTY also admit and agrees to the claim of the FIRST PARTY with respect to the two rooms along with pooja room, two dressing rooms and two attached bathrooms on the ground floor of the Pink Bungalow, Chamba, as mentioned in the said suit. ONE room on the ground floor with attached dressing room and toilet, and a store room(not part of rooms mentioned above) on the 1st floor of the Pink Bungalow Chamba (in the portion of Pink Bungalow belonging to the First Party) is in the*

possession of the SECOND PARTY and the THIRD PARTY. The SECOND PARTY and the THIRD PARTY shall handover the possession of these rooms to the FIRST PARTY on or before the day of disposal of the said suit on basis of this agreement, letter of possession for the same to be handed over to FIRST PARTY or their council and acknowledgment letter for the same to be give in return. And the OTHER room with attached Pooja room dressing room and toilet on ground floor of Pink Bungalow Chamba is in possession of the FIRST PARTY since the death of Late Rajmata Devendra Kumari. The SECOND PARTY and the THIRD PARTY undertakes that they shall have no claim over these rooms of the Pink Bungalow, Chamba as described above upon signing of this Agreement. Further, entries in the revenue department, mutation or any other related department, with respect to the same shall be affected in favour of the FIRST PARTY with the help of the SECOND PARTY and the THIRD PARTY, after the disposal of the said Suit.

4. *That both parties agree that possession of remaining properties listed out in Schedule I and II of the said Suit shall be retained by the respective Party as per its present status. That both parties further agrees that all the claims of the Parties with respect to the properties listed out in Schedule I and II of the said Suit shall be considered to be settled as per this Agreement and no further claims shall survive with respect to the properties as mentioned in the said Suit.*
5. *That both parties agree the said Suit CS (OS) 76 of 2012 may be disposed of in terms of this Agreement and the parties herein shall move a joint application before the Hon'ble High Court of Delhi for the same.*
6. *That from time to time for the purpose of effectuating the instant compromise and settlement, if necessary, the FIRST PARTY SECOND PARTY and the THIRD PARTY shall sign and execute any other documents, affidavit, bond or papers or applications for filing before any other*

- judicial authority or quasi-judicial authority, administrative authority or any other authority in India.*
- 7. The Parties agree that the terms of the settlement shall be binding upon all their legal heirs, representatives, administrators, successors, executors, nominees, and successor in interest, assignees and any other person claiming through or under them in any capacity whatsoever.*
 - 8. The Parties agree that this Agreement cannot be altered or amended by any other future agreement without the express written consent of both the parties.*
 - 9. The Parties undertake that this agreement has been executed by them out of their own free Will and without any fraud, coercion, threat and undue influence etc. of any kind whatsoever and therefore Parties agree that they shall honor the terms of this settlement agreement and shall not dispute the same in future.*
 - 10. The jurisdiction to adjudicate upon the disputes arising out of this Agreement shall vest solely in the Courts at New Delhi only.*
 - 11. That the clauses of this Agreement shall supersede all the terms and conditions mentioned elsewhere regards the subject matter of this agreement/said suit.*
 - 12. This Agreement may be signed in counterparts in duplicate, each of which shall be deemed an original.”*

5. Learned counsels appearing on behalf of parties submitted that the disputes between the parties stand settled *vide* the Settlement Agreement dated 13th April, 2022 which has been placed on record. It is further submitted that the parties shall remain bound by the terms of the settlement.

6. This Court has perused the Settlement Agreement dated 13th April, 2022 and found nothing unlawful therein.

7. In view of the above facts and circumstances, the suit CS(OS)

76/2012 stands decreed in terms of the Settlement Agreement dated 13th April, 2022.

8. The Registry is directed to draw up a decree sheet in terms thereof.

9. Accordingly, the instant application stands disposed of.

10. Since the suit CS(OS) 76/2012 stands disposed of in view of I.A. 8570/2022, the entire court fees be refunded to the plaintiff.

11. Accordingly, the Registry is directed to issue a certificate of refund of entire court fees to the plaintiff.

12. The order be uploaded on the website forthwith.

CHANDRA DHARI SINGH, J

**FEBRUARY 10, 2023
SV/UG**

[Click here to check corrigendum, if any](#)