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

% *Decided on: 26th April, 2023*

+ RFA 263/2013 & CM APPL. 20753/2023
SH SRI CHAND

..... Appellant

Through: Mr. Sunil Gupta, Advocate with
Ms. Sharda, Mr. Yoginder and
Ms. Radika, LR's of the
appellant.

versus

SH TIRATH RAJ VASHISHT & ANR Respondents

Through: Mr. Shyam Dutt with
Mr. Tirath Raj Vashisht and
Mr. Pushkar Raj Vashisht,
Advocates.
(M): 9810577372

Email: shyamdutt2009@gmail.com

+ RFA 267/2013 & CM APPL. 20881/2023
SRI CHAND

..... Appellant

Through: Mr. Sunil Gupta, Advocate with
Ms. Sharda, Mr. Yoginder and
Ms. Radika, LR's of the
appellant.

versus

TIRATH RAJ VASHISHT & ANR Respondents

Through: Mr. Shyam Dutt with
Mr. Tirath Raj Vashisht and
Mr. Pushkar Raj Vashisht,
Advocates.
(M): 9810577372

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CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

[Physical Hearing/ Hybrid Hearing]

MINI PUSHKARNA, J. (ORAL):

CM APPL. 20753/2023 & 20881/2023 (Joint applications on behalf of the parties under Section 151 CPC for preponement and for recording the statement of parties in terms of mediation settlement)

1. The present applications are joint applications on behalf of the parties.
2. It is submitted that during the pendency of the present appeals, the parties have amicably resolved their disputes through mediation centre vide Settlement Agreement dated 21.03.2023.
3. Thus, it is submitted that the appeals may be disposed of in terms of the settlement between the parties.
4. Perusal of the record shows that Settlement Agreement dated 21.03.2023 has been entered between the parties, which stipulates as under:-

*“1. That for the sake of convenience & understanding, Property NO. 118, measuring 342 square yards situated at Bhogal Road, Bhogal, New Delhi-110014, comprised in khasra No. 817, Mauja Aliganj, Abadi Jangpura, New Delhi, was leased out to Late Het Ram. That after the death of Het Ram and his wife, the said property had devolved upon his six children in equal share i.e.57 square yards to each namely
Legal heirs of his predeceased son Late Sher Singh
Sh. Ram Chand. (son)
Sh. MohanLal. (son)
Smt. Shawali Devi. (daughter)
Smt. Gyaso Devi. (daughter)
Smt. Prahlado Devi. (daughter)*

2. That after the death of above named Sh. Mohan Lal, his share measuring 57 square yards in the above said

property had devolved upon his three sons namely 1. Hari Chand. 2. Sri Chand and 3. Shri Rakesh Kumar to the extent of 19 square yards each out of land since the wife and daughters of late Mohan Lal had relinquished their respective shares in favour of the above said three sons of late Mohan Lal by virtue of registered relinquishment deed.

3. That the First Party is legal heir of Late Sri Chand (since deceased) and have jointly acquired right, title and interest by virtue of succession to the extent of 19 square of land out of the property No. 118, measuring 342 square yards situated at Bhogal Road, Bhogal, New Delhi-110014.

4. That the second party have purchased the remaining portion/land to the extent of 323 square yards out of the said property No.118 Bhogal Road, Bhogal, New Delhi through different Regd. sale deeds on different dates from the legal heirs of late Sher Singh, legal heirs of late Ram Chand, Smt. Shawal, Devi, Smt. Gyaso Devi and Smt. Prahlado Devi. The Second Party have also purchased respective shares of Hari Chand and Rakesh Kumar both sons of late Mohan Lai by virtue of registered sale deeds. Out of the ownership of 323 square yards, the second party has sold 164 square yards of the land in the above said property.

5. That the Second Party had filed a Civil Suit for possession and injunction bearing Suit No. 210/2011, titled as Tirath Raj Vashisht Anr. Versus Shri Sri Chand before District Judge (Central) Tis Hazari Courts, Delhi. And claimed/sought possession of 25 square yards out of 44 square yards .which in possession of Sh. Sri Chand. The said suit filed by the Second Party herein was partly decreed vide Judgment and decree dated 12.02.2013 passed by the Court of Shri Dig Vinay Singh ADJ-04: Central, Tis Hazari Court, Delhi. The suit was filed on

14.02.2006.

6. That late Sri Chand (Appellant) had also filed a cross civil suit for possession, declaration and recovery of damages hearing No.212/ 2011 before District Judge (Central) Tis Hazari Courts, Delhi. Late Sri Chand claimed his right by virtue of an MOU entered into between Hari Chand and Sri Chand. The said suit was dismissed vide judgment and decree dated 12.02.2013 passed by the Court of Shri Dig Vinay Singh ADJ-04: Central, Tis Hazari Court, Delhi. The suit was filed on 31.05.2006.

7. That Shri Sri Chand (Appellant) had preferred two appeals before Hon'ble High Court of Delhi challenging the judgment and decree dated 12.2.2013 vide RFA No.263 of 2013, and RFA No.267 of 2013, both titled as Sri Chand (since deceased) through LR's Versus Tirath Raj Vashisht and Another.

8. That during the pendency of above said two appeals Shri Sri Chand expired on 11.11.2017. Consequently First Party was impleaded as legal heirs of the deceased appellant Shri Sri Chand in said two appeals.

9. That the parties to this Settlement Agreement hereby acknowledge and confirm that at present there is no any other case/complaint in relation to the said property in dispute except the two appeals as mentioned below:-

(i) RFA No. 263 of 2013 (From judgment and decree dated 12.02.2013 passed by the court of Shri Dig Vinay Singh ADJ-04: Central, Tis Hazari Court, Delhi in suit No. 212/2011), Titled as: Sri Chand (since deceased) through LR's Versus Tirath Raj Vashisht and Another.

(ii) RFA No. 267 of 2013 (From judgment and decree dated 12.02.2013 passed by the court of Shri Dig Vinay

Singh ADJ-04: Central, Tis Hazari Court, Delhi in suit No. 210/2011), Titled as: Sri Chand (since deceased) through LR's Versus Tirath Raj Vashisht and Another.

10. That both the parties to this Settlement Agreement have already spent so much time, money and energy of their life in litigations, therefore, now they want to settle these pending litigations and to avoid any further litigation in relation to the said property No. 118, situated at Bhogal Road, Bhogal, New Delhi-110014. Now both the above mentioned parties have settled the matter with the intervention common friends once for all and agreed upon the following terms, acceptable to all the above mentioned parties, who in turn signed this Agreement with their own free will and without any pressure and coercion whatsoever, in the following manner:

A) That it is agreed by and between the parties that Second Party shall forgo and release the right, title and interest in favour of the First Party in respect of portion measuring 25 square yards as shown in red colour in the site plan annexed with this agreement cum settlement deed. The First Party is already owner and in possession of 19 square yards of portion/land as shown in green colour in the site plan by virtue of succession.

B) That the First Party shall have the right, title and interest in respect of 44 square yards of portion/ land from Bazar Lane (Gall side) i.e. as shown in green and red colour in the site plan annexed herewith. The second party acknowledges the right, title and possession of the First party over the said 44 square yards of land in property No. 118, situated at Bhogal Road, Bhogal, New Delhi-110014. The Second Party shall have no right over the said portion of 44 square yards of land.

C) That the Second Party is already owner and in possession over the remaning portion/land of the said

property as shown in blue colour in the site plan annexed with this Settlement Agreement which is annexed herewith as ANNEXURE-A and the First Party hereby acknowledges the same. The First party shall have no right, title and interest or claim of any nature whatsoever over the remaining portion/land of the Second Party i.e. as shown in blue colour in the site plan mentioned above, in the property No. 118, situated at Bhogal Road, Bhogal, New Delhi-110014.

D) That the parties shall be entitled to get mutation etc of their respective portion/land in their names in the authorities/agencies at their own cost/expenses in terms of the present Settlement Agreement.

E) That the parties shall be at liberty to remove/repair/reconstruct of . the existing wall/structure after removal of the existing wall or deal with in any other manner with their respective portion/land as shown in the annexed site plan of the said property without any objection or hindrance from other side.

F) Both the above mentioned two appeals shall be withdrawn by the first party, as amicably settled in view and terms of this Settlement Agreement between them. Hence, nothing shall remain to be claimed by any party/group against other party/ group except as settled in this Agreement after withdrawal of above mentioned both appeals.

G) That it is agreed by the parties that neither of the party shall claim any right of any nature whatsoever in any manner in respect of the share of the other party in future.

H) That the parties shall abide the terms and conditions of this agreement.

11. The parties agree that they have arrived at the present Settlement Agreement with their own free will and desire

and without any pressure, force, coercion or undue influence by either of the parties and they undertake to be bound by the terms thereof. The parties agree that the statements/commitments made by them in the present Settlement Agreement shall be treated as their undertakings to the Hon'ble Court and in case of any violation of the terms of the present agreement they shall be held liable for contempt of Court under the Contempt of Courts Act.

12. The parties agree that they shall appear before the Hon'ble court during the hearing to make their statements in terms of the present settlement agreement.

13. The terms and conditions of the present Settlement Agreement have been read over and explained to the parties in their Vernacular by the Ld. Mediator and they agreed and consented to the same. ”

5. Thus, the disputes between the parties have been settled in terms of the aforesaid settlement.

6. The respective counsels as well as the parties in person who are present in Court, confirm that they have settled all their disputes. It is further confirmed by the parties as well as the counsels present in the Court that the settlement agreement has been entered by the parties of their own free will and desire and without any pressure, force, coercion or undue influence by either of the parties. They further undertake that they shall be bound by the terms of the present settlement agreement.

7. In view of the aforesaid, it is recorded that the parties shall be bound by the Settlement Agreement dated 21.03.2023 entered between the parties. It is further directed that the parties shall honor

the terms of the settlement and shall not resile from the same.

8. It is also noted that the site plan which is a part of the settlement agreement shall form part of the settlement between the parties and that the parties shall be bound by the same.

9. In view thereof, the applications are allowed.

RFA 263/2013 & RFA 267/2013

10. The present appeals are disposed of, in terms of the Settlement Agreement dated 21.03.2023 between the parties.

11. The date already fixed i.e. 29.05.2023 stands cancelled.

MINI PUSHKARNA, J

APRIL 26th, 2023

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