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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(OS) 46/2024 & I.A. 1250/2024, I.A. 1603/2024

MR. INDERPAL SINGH

..... Plaintiff

Through: Mr. Lalit Gupta, Mr. Anmol Ghai,
Advs.

versus

MR. KANWALJIT SINGH ANAND

..... Defendant

Through: Mr. Suyash Sinha, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

22.01.2024

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1. This is a suit seeking decree of partition in favour of the plaintiff and against the defendant partitioning 50% share of the plaintiff and defendant in the suit property mentioned in paragraph 6 of the plaint.

“6. Upon death of both parents, the Plaintiff and the Defendant herein are the only two Class-I legal heirs left behind by their parents. As such, the entire estate/properties/assets left behind by deceased parents of the Plaintiff and the Defendant, including all such immovable and movable properties, are liable to be equally divided between the Plaintiff and the Defendant herein to the extent of 50% share each. The details of such estate/properties/assets left behind by deceased parents of the Plaintiff and the Defendant, including the immovable and movable properties, as presently available with the Plaintiff, are as under:-

a) Entire freehold immovable built-up property bearing Plot No. 55-D, Block J-9, Rajouri Garden,



New Delhi-110027, comprising of freehold plot of land admeasuring 320 Square Yards and also the superstructure built thereupon.

b) Credit balance in Savings Bank Account No. 00751000011955, held/ maintained at Punjab and Sind Bank, E-16, Rajouri Garden, New Delhi-110027 branch in the name of Mrs. Narinder Anand.

c) Credit balance in Savings Bank Account No. 0605000100051297, held/ maintained at Punjab National Bank, J-2/15A, B.K. Dutt Market, Rajouri Garden, New Delhi-110027 branch in the name of Mrs. Narinder Anand.

d) Credit balance in Savings Bank Account No. 10464166226, held/ maintained at State Bank of India, J-2/17, Rajouri Garden, New Delhi-110027 branch in the name of Mrs. Narinder Anand.

e) Credit balance in Savings Bank Account No. 13431000071091, held/ maintained at HDFC Bank, J- 2/4, B.K. Dutt Market, Rajouri Garden, New Delhi- 110027 branch in the name of Mrs. Narinder Anand.

f) Various Fixed Deposit Receipts (FDRs) held/ maintained at HDFC Bank, bearing Customer No. 53708285 in the name of Mrs. Narinder Anand.

g) Shares/Assets held in Demat Account maintained at HDFC Bank, J-2/4, B.K. Dutt Market, Rajouri Garden, New Delhi-110027 branch, bearing Customer ID No. 306-27039 and Trading Account No. 233- 4030 in the name of Mrs. Narinder Anand including all future accruals/incomes/benefits etc.



h) Credit Balance in PPF Account No. PPFA/CN 10464273090, held/ maintained at State Bank of India, J-2/17, Rajouri Garden, New Delhi-110027 branch in the name of Mrs. Narinder Anand.

i) Items kept, if any, in Locker No.443, held/maintained at Punjab and Sind Bank, E-16, Rajouri Garden, New Delhi-110027 branch in the name of Mrs. Narinder Anand.

j) Various other miscellaneous movable properties/assets like shares, debentures, FDRs, insurance policies, bank balance, etc., exact details whereof are presently not available with the Plaintiff.

(the aforesaid immovable and movable properties are collectively hereinafter also referred to as the “suit/said properties” for short and the said properties are the subject matter of the present suit). ”

2. This order is in continuation of the order dated 18.01.2024.
3. The parties have arrived at a settlement and resolved all their *inter se* disputes. The terms of the settlement are as under:-

“4.

a) The Plaintiff and the Defendant admit, acknowledge and accept that the Plaintiff and the Defendant are both entitled to 50% (half) share each in all the suit properties, as described and detailed in Paragraph No. 6 of the Plaint/Suit, being the estate/ properties/assets left behind by deceased parents of the Plaintiff and Defendant.

b) The Plaintiff and the Defendant admit, acknowledge and



accept that their father namely Mr. Joginder Singh expired on 25.07.1989 intestate that is, without executing any Will. True Copy of Death Certificate/cremation documents of Mr. Joginder Singh is filed herewith as Document No.1.

c) The Plaintiff and the Defendant admit, acknowledge and accept that their mother namely Mrs. Narinder Anand expired on 24.11.2023 intestate that is, without executing any Will.

d) The Plaintiff and the Defendant admit, acknowledge and accept that the Plaintiff and the Defendant shall continue to remain undivided co-owners to the extent of 50% (half) share each in the entire freehold immovable built-up property bearing Plot No. 55-D, Block J-9, Rajouri Garden, New Delhi-110027, comprising of freehold plot of land admeasuring 320 Square Yards and also the superstructure built thereupon.

e) The Plaintiff and the Defendant admit, acknowledge and accept that they shall jointly remain in possession of this immovable property bearing Plot No. 55-D, Block J-9, Rajouri Garden, New Delhi-110027.

f) The Plaintiff and the Defendant admit, acknowledge and accept that they shall jointly take all decisions in respect of this immovable property bearing Plot No. 55-D, Block J-9, Rajouri Garden, New Delhi-11 0027 in future.

g) The Plaintiff and the Defendant agree that they shall get the



entire freehold immovable built-up property bearing Plot No. 55-D, Block J-9, Rajouri Garden, New Delhi-110027 duly mutated in the joint names of the Plaintiff and the Defendant to the extent of 50% (half) share each in the records of Municipal Corporation of Delhi and all other concerned government departments/authorities and both parties shall render full cooperation in this regard including execution of all documents.

h) The Plaintiff and the Defendant agree to receive 50% (half) share each from the Credit balance in Savings Bank Account No. 00751000011955, held/ maintained at Punjab and Sind Bank, E-16, Rajouri Garden, New Delhi-110027 branch, in the name of Mrs. Narinder Anand.

i) The Plaintiff and the Defendant agree to receive 50% (half) share each from the Credit balance in Savings Bank Account No. 0605000100051297, held/ maintained at Punjab National Bank, J-2/15A, B.K. Dutt Market, Rajouri Garden, New Delhi-110027 branch, in the name of Mrs. Narinder Anand.

j) The Plaintiff and the Defendant agree to receive 50% (half) share each from the Credit balance in Savings Bank Account No. 10464166226, held/ maintained at State Bank of India, J-2/17, Rajouri Garden, New Delhi-110027 branch, in the name of Mrs. Narinder Anand.

k) The Plaintiff and the Defendant agree to receive 50% (half)



share each from the Credit balance in Savings Bank Account No. 13431000071091, held/ maintained at HDFC Bank, J-2/4, B.K. Dutt Market, Rajouri Garden, New Delhi-110027 branch, in the name of Mrs. Narinder Anand.

l) The Plaintiff and the Defendant agree to receive 50% (half) share each from the various Fixed Deposit Receipts (FDRs) held/ maintained at HDFC Bank, bearing Customer No. 53708285, in the name of Mrs. Narinder Anand.

m) The Plaintiff and the Defendant agree to receive 50% (half) share each from the Shares/ Assets held in Demat Account maintained at HDFC Bank, J-2/4, B.K. Dutt Market, Rajouri Garden, New Delhi-110027 branch, bearing Customer ID No. 306-27039 and Trading Account No. 233-4030, in the name of Mrs. Narinder Anand including all future accruals/ incomes/ benefits etc. and till such time these Shares/ Assets held in this Demat Account and Trading Account are liquidated, the Plaintiff and the Defendant agree to jointly substitute themselves as co-owners to the extent of 50% (half) share each therein.

n) The Plaintiff and the Defendant agree to receive 50% (half) share each from the Credit Balance in PPF Account No. PPFA/CN 10464273090, held/ maintained at State Bank of India, J-2/17, Rajouri Garden, New Delhi-110027 branch, in the name of Mrs. Narinder Anand.



o) The Plaintiff and the Defendant agree to receive 50% (half) share each from the items kept, if any, in Locker No. 443, held/maintained at Punjab and Sind Bank, E- 16, Rajouri Garden, New Delhi-110027 branch, in the name of Mrs. Narinder Anand.

p) The Plaintiff and the Defendant agree to receive 50% (half) share each from all other miscellaneous movable properties/assets like shares, debentures, FDRs, insurance policies, bank balance, etc., which might be owned by their deceased parents, exact details whereof are presently not available with the Plaintiff or the Defendant.

q) Parties agree that they would jointly request the Hon'ble Court to direct for release/transfer of 50% (half) share of all movable suit properties in favor of the Plaintiff in Plaintiffs Bank Account No. 101490400000533, maintained in Yes Bank Ltd., Ground Floor, 79/3, Block -II, W.H.S., Main Road, Kirti Nagar, New Delhi-110015 Branch. True Copy of Cheque issued from Plaintiffs Bank Account No. 101490400000533, maintained in Yes Bank Ltd., Ground Floor, 79/3, Block -II, W.H.S., Main Road, Kirti Nagar, New Delhi-110015 Branch is filed herewith as Document No.2.

r) Parties agree that they would jointly request the Hon'ble Court to direct for release/ transfer of the remaining 50% (half) share of all movable suit properties in favor of the



Defendant in Defendant's Bank Account No. 101490400000523, maintained in Yes Bank Ltd., Ground Floor, 79/3, Block-II, W.H.S., Main Road, Kirti Nagar, New Delhi-110015 Branch. True Copy of Cheque issued from Defendant's Account No. 101490400000523, maintained in Yes Bank Ltd., Ground Floor, 79/3, Block -II, W.H.S., Main Road, Kirti Nagar, New Delhi-110015 Branch is filed herewith as Document No.3.

s) That the Plaintiff and the Defendant admit acknowledge that they have entered into the present compromise out of their own free volition/ will and without any forced, fraud, undue pressure, coercion, misrepresentation etc.”

4. The compromise is lawful, legal and the application under Order XXIII Rule 3 is supported by the affidavit of the plaintiff and the defendant, duly identified by their counsels.
5. The suit is disposed of in terms of the compromise.
6. It is also directed that the concerned banks as described in paragraph 6 of the plaint shall release, transfer, remit 50% share of all properties comprising of amounts, credit balance, FDRs, shares, assets, to the account of the plaintiff, and the balance 50% in favour of the defendant in his account subject to completion of all formalities.
7. The bank account details of the plaintiff and defendant maintained with Yes Bank are 101490400000533 and 101490400000523 respectively.
8. Mr. Gupta, learned counsel for the plaintiff states that paragraph 1 of the order dated 18.01.2024 needs slight modification and the word



‘preliminary’ appearing in paragraph 1 of the order dated 18.01.2024 may be deleted.

9. The same shall be deleted.
10. The suit is disposed of in terms of the compromise.

JASMEET SINGH, J

JANUARY 22, 2024 / (MS)

Click here to check corrigendum, if any