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

+ **CS(OS) 42/2022**

B ALKA SHARMA & ANR.

..... Plaintiffs

Through: Mr. Sanjay Sawhney and Mr. Deepak Arora, Advs. with Plaintiffs in person.
(M: 9811235396)

versus

VIJAY KUMAR SHARMA & ANR.

..... Defendants

Through: Mr. D S Chauhan, Ms. Ruchi Singh, Mr. Prashant Kumar, Mr. Shikher Badial & Mr. Santosh Kumar Baitha, Advs. for D-1. (M: 9810310142) with Defendant No.1 in person.
Defendant No.2 in person.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **16.04.2024**

1. This hearing has been done through hybrid mode.
2. This is a suit for partition filed by the Plaintiffs - Ms. B. Alka Sharma and Mr. Hardik Balaji who are the wife and son of Late Shri Sunil Kumar Sharma respectively. The suit is filed against the brother-in-law of Plaintiff No.1- Shri Vijay Kumar Sharma and the daughter of Late Shri Sunil Kumar Sharma i.e. Ms. Krishna Sharma. The parties to the suit are as under:

S. No.	Name	Plaintiff/Defendant
1	Ms. B. Alka Sharma W/o Late Shri Sunil Kumar Sharma	Plaintiff No.1
2	Master Hardik Balaji (now major) S/o Late Shri Sunil Kumar Sharma	Plaintiff No.2



3	Mr. Vijay Kumar Sharma S/o Late Shri Murari Lal Sharma	Defendant No.1
4	Ms. Krishna Sharma D/o Late Shri Sunil Kumar Sharma	Defendant No.2

3. The present suit was filed seeking partition of the assets of Late Shri Sunil Kumar Sharma who expired intestate on 22nd November, 2019. As per the Plaintiffs, the only surviving legal heirs of Mr. Sunil Kumar Sharma are the Plaintiffs and Defendant No. 2.

4. It is averred in the plaint that the Plaintiffs and the Defendant No. 2 being the wife, son and daughter respectively of late Shri Sunil Kumar Sharma are entitled to 1/3rd share each out of the 50% share, which fell in the share of Late Shri Sunil Kumar Sharma vide a registered Will dated 22nd May, 2004 executed by the mother of Shri Sunil Kumar Sharma.

5. In this suit, vide order dated 27th January, 2022, *status quo* was directed in respect of possession and title of the suit properties. Further, on 12th March, 2024 Id. Counsels for both the parties submitted that the matter has been settled between the parties.

6. The parties are now stated to have entered into a Settlement Agreement dated 6th December, 2023 (*hereinafter, 'Settlement Agreement'*) executed under the aegis of the Delhi High Court Mediation and Conciliation Centre. The parties to the suit are all the parties to the Settlement Agreement.

7. The Settlement Agreement has described in recital the following six properties.



Property A:- Property constructed on Plot No.31, bearing Municipal No.223/1857, area measuring 100 sq. yds. (30 ft. X 30 ft), situated in Khasra No.109, in Village Chaukri Mubarakabad, Colony Known as Shanti Nagar, Tri Nagar, Delhi. (This property faces rear Gali).

Property B:- Remaining portion of property comprising on Plot No.31 bearing Municipal No.223/1857, area measuring 100 sq. yds., Shanti Nagar Colony, Tri Nagar, Delhi. (This property faces main road popularly known as Talaab Road).

Property C:- Property constructed on Plot No.16, bearing Municipal No.1855A, area measuring 50 sq. yds. in part of Khasra No. 109, in village Chaukri Mubarakabad, Colony known as Shanti Nagar, Tri Nagar, Delhi.

Property D:- Two and a half storeyed property, built on Plot No. 137, Block - C/2, Wazirabad Residential Scheme Phase-II, Ashdk Vihar, Delhi.

Property E:- Property bearing No.315/19, Shahzada Bag, Daya Basti, Delhi.

Property F:- Property bearing No.284-A, measuring 200 sq. yds. in Khasra No.22/10, village Kamruddin Nagar, Adhyapak Nagar, Najafgarh Road, Nangloi, Delhi.”

8. In respect of these properties and other assets, the following settlement terms are contained in paragraphs 1 to 12 of the Settlement Agreement

“1. That it is agreed by and between the parties to the present Settlement Agreement, in the spirit of restoration of harmony in the relationship between



the parties, the **Second Party** shall give up and relinquish his 50% undivided share, jointly in favour of **First Party** and **Third Party**, in the Property-A and in the Property-B, respectively i.e. (1) Property constructed on Plot No.31, bearing Municipal No.223/1857, area measuring 100 sq. yds. (30 ft. X 30 ft), situated in Khasra No.109, in Village Chaukri Mubarakabad, Colony known as Shanti Nagar, Tri Nagar, Delhi and (2) Remaining portion of property comprising on Plot No.31, bearing Municipal No.223/1857, area measuring. 100 sq. yds. Shanti Nagar Colony, Tri Nagar, Delhi, whereafter the **First Party** and the **Third Party** shall be absolute owners of those two properties jointly.

2. That it is further agreed by and between the parties that **Second Party** shall execute requisite release/ relinquishment/ transfer deeds or documents, jointly in favour of the **First Party** and **Third Party** in respect of his 50% share in the abovementioned Property-A and Property-B, and whereafter interest of any nature whatsoever of the **Second Party** in the said properties shall cease to exist and the **First Party** and the **Third Party** shall become the exclusive and absolute owners of the same. However, the cost of execution/registration of any such release/relinquishment/transfer deed/document, shall be borne solely by the **First Party** and the **Third Party**.

3. That, currently the **Second Party** is in exclusive physical possession of Ground Floors of Property-A and Property-B, operating therefrom his business office and it is therefore agreed between the parties that the **Second Party** shall vacate and handover actual, physical and peaceful possession of the Ground Floors of both the properties, jointly to the **First Party** and the **Third Party**, on or before 01.04.2024 and the receipt of physical possession they shall acknowledge in writing to the **Second**



Party.

4. That it is further agreed by and between the parties that while handing over actual physical possession of the Ground Floors of the Property-A and Property-B, the **Second Party** shall also handover jointly to **First Party** and **Third Party** all original title documents, including antecedent title documents of the said properties, (as described in its List of Documents filed in the pending suit), which are in his power and possession, the receipt of which document, the **First Party** and the **Third Party** shall acknowledge in writing to the **Second Party** and thereafter the **Second Party** shall cease to have any right, title or interest of any nature whatsoever surviving in the said properties.

5. That it is further agreed by and between the parties that the **Second Party** shall pay and clear all the pending dues, levies or taxes, including property tax, electricity and water charges, due and payable in respect of the Ground Floors of the above said Property-A and Property-B, upto the date of his handing over actual physical possession of the same to the **First Party** and **Third Party**.

6. That the **First Party** and **Third Party** admit, accept and acknowledge on the basis of title documents produced in the suit that **Second Party** is the absolute and exclusive owner of Property-D i.e. two and a half storeyed property, built on Plot No. 137, Block-C/2, Wazirabad Residential Scheme, Phase-II, Ashok Vihar, Delhi, and Property-E i.e. No.315/19, Shahzada Bag, Daya Basti, Delhi, which are his self-acquired properties.

7. That it is agreed by and between the parties that upon execution of the present Settlement Agreement, the **First Party** and the **Third Party**, shall not by themselves or through anyone else claiming under them, claim any right, title or interest of any nature whatsoever in the above mentioned Property-D and



Property-E at any time in future and he is free to perfect his title to such properties and deal with the same in any manner, without any let or hindrance from them or from any other quarter whatsoever.

8. That on the basis of revelations made by the **Second Party** in the suit on the basis of documentary evidence produced, the **First Party** and **Third Party** do acknowledge and admit that the deceased Smt. Prabha Kumari has not left behind any movable properties of any worth and further that all and whatever household goods that have been left behind by the deceased, the **First Party** and **Third Party** hereby forgo/give up/abandon their claim over the same and shall not claim so in future, absolutely and forever and as such the **Second Party** shall continue to own and utilize the same.

9. That it is agreed between the parties that the present suit being CS (OS) 42/2022 may be disposed off in terms of the present Settlement Agreement.

10. That the parties undertake to abide by the terms of the present Settlement Agreement arrived at between them out of their own free will and volition and without any coercion and undue influence upon them from any quarter whatsoever.

11. By signing the present Settlement Agreement, the Parties state that they have no further claims or demands against each other and all the disputes and differences in this regard have been amicably settled by the Parties through this Settlement Agreement.

12. 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.”

9. The Court has perused the terms of the Settlement Agreement. The terms *inter alia* state that insofar as properties-(A) and (B) are concerned,



Shri Vijay Kumar Sharma has given up his rights. He has also agreed to execute the requisite release/relinquishment/transfer deeds in favour of the Plaintiffs and the Defendant No.2. Further, he has also agreed to hand over the vacant and peaceful physical possession of the properties (A) and (B) on or before 1st April, 2024. Today, the keys of the properties and the original documents of the properties (A) and (B) have been handed over by Id. Counsel for the Defendant No.1 to Id. Counsel for the Plaintiffs.

10. The terms of the Settlement Agreement further state that insofar as the properties (D) & (E) are concerned, both the Plaintiffs and Defendant No.2 have accepted and acknowledged that the Defendant No.1 would be the absolute owner of the said two properties. Thereby, the Plaintiffs and Defendant No.2 have given up their rights in the in the properties (D) and (E).

11. The Court has perused the terms of Settlement contained in the Agreement dated 6th December, 2023. The Court is satisfied that the terms of the settlement are lawful and there is no impediment in recording the same. Accordingly, it is recorded that all parties and any other parties acting on their behalf shall be bound by the terms of the Settlement Agreement.

12. The parties are present in Court today. Plaintiff No.2, who was a minor at the time when the suit was filed, submits that he has now acquired majority. The parties have also signed the Settlement Agreement. Further, the statements of the parties have been recorded separately today. The keys along with original documents of the properties (A) and (B) have been handed over by Id. Counsel for the Defendant No.1 to Id. Counsel for the Plaintiffs.

13. Accordingly, the suit is decreed in terms of paragraphs 1 to 12 of the



Settlement Agreement dated 6th December, 2023. The said terms shall form part of the decree.

14. All pending applications are also disposed of.

PRATHIBA M. SINGH, J.

APRIL 16, 2024/dk/rks