



2024 : DHC : 4214



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI***Date of decision:- 20th May, 2024.*+ **CS(OS) 2827/1996 & I.As.14866-67/2019, 13280/2023****KULBHUSHAN CHAWLA & ORS.** PlaintiffsThrough: Mr. Arun Francis & Mr. Kapil Chawla,
Advocate for Plaintiff No. 2
(M- 9868072491)
Mr. Akshay Bhatia, Adv. for P-1 & 3.

versus

KAMLA DEVI CHAWLA & ORS. DefendantsThrough: Mr. Aayush Malhotra, Adv. for D-1
to 3, 6 to 9.**CORAM:****JUSTICE PRATHIBA M. SINGH****JUDGMENT****PRATHIBA M. SINGH, J.**

1. This hearing has been done through hybrid mode.
2. The present suit relates to two properties namely shop No. 5773, Sadar Bazar, Delhi-110054 and shop bearing Nos. 124, 125-129, Main Sadar Bazar, Crockery Market, Delhi. Parties have arrived at a settlement through settlement agreement dated 16th May, 2024. The settlement is between Mr. Kulbhushan Chawla, Mr. Sheel Kumar Chawla and Ms. Veena Chawla. Parties have agreed to resolve their disputes in respect of both these properties as under:

“1. That the parties agree and acknowledge that their ownership rights and shares in the following properties are as follows:



(a) Property bearing No. 5773, Sadar Bazar, Delhi (full building till roof top including portions which are currently under the occupation of the tenants)

- The Second Party shall have 50% ownership rights alongwith proportionate and indivisible rights in the land beneath the Property.*
- The First Party shall have 25% ownership rights alongwith proportionate and indivisible rights in the land beneath the Property.*
- The Third Party shall have 25% ownership rights alongwith proportionate and indivisible rights in the land beneath the Property.*

(b) Shops bearing number 124-129 Crockery Market, Main Sadar Bazaar, Delhi

- The Second Party shall be the absolute owner in respect of the said property”*

3. The settlement agreement dated 16th May, 2024 contains paragraphs 1 to 12 in terms of which the parties have settled their disputes. The following parties are present:

- Mr. Kulbhushan Chawla is present physically
- Mr. Sheel Kumar Chawla is present virtually
- Ms. Veena Chawla is present virtually

4. The Court has perused the settlement terms. The same are lawful. There is no impediment in recording the said settlement. It is, accordingly, directed that in terms of the settlement, the suit shall stand decreed. The settlement agreement shall form part of the decree. All parties and anyone acting for or on their behalf shall be bound by the terms of the settlement.

6. The amended memo of parties be taken on record.

7. The suit is decreed in view of the settlement. All pending



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applications are disposed of.

PRATHIBA M. SINGH
JUDGE

MAY 20, 2024
dj/bh