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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 124/2021, I.A. 2800/2021, I.A. 8717/2021, I.A. 17380/2021,
I.A. 23240/2023

BHARTI GUPTA & ANR.

..... Plaintiffs

Through: Mr.Sunil Dutt Dixit and Mr. Sajal
Dutt Dixit, Advs.

versus

ANIL GUPTA & ANR.

..... Defendants

Through: Ms. Renu Agarwal, Adv. (VC)

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

16.02.2024

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1. The present petition has been filed seeking partition and permanent injunction. During the course of the proceedings, a preliminary decree was passed on 04.08.2021 wherein the share of the plaintiff no.1 in the suit property bearing No. 75, Block No.5, WEA Karol Bagh, New Delhi constructed upon a plot of ad measuring 254 sq. yds. as shown in the site plan attached to the plaint has been determined to be 5/12th share as well as with 1/12th share being determined as the share of the plaintiff No.2 and half (1/2) share of the defendant No.1 and 2 in the said suit property. In accordance with the order, the decree sheet was duly drafted. Thereafter, the parties were referred to mediation for exploring the means of partition of the property.
2. In the mediation centre, the parties reached on a settlement and a settlement agreement dated 28.10.2021 was also agreed upon.



However, minor disputes arose between the parties on account of which, the settlement agreement could not be signed. Along with the application being I.A. 17380/2021, a site plan has also been filed; as per which, the green portion of the basement, ground floor, mezzanine floor, first floor and second floor has fallen into the share of the plaintiffs and the red portion of these floors have fallen to the share of the defendants.

3. Both the learned counsel for the parties are submitted that now the parties are agreeable to the same. Learned counsel submits that in terms of preliminary decree, the parties are agreeable on following terms and conditions:

“1. It is agreed between the parties that in terms of the Order dated 04.08.2021, since both the First Party and the Second Party have equal shares, the property shall be divided in half.

2. It is agreed between the parties that since the division of the plot of land is not allowed, both the parties shall have equal undivided right, as determined in the preliminary decree, in the land underneath the constructed portion and only the constructed portion is being partitioned. It is further agreed between the parties that for all future references, each party shall be deemed to be owner of their respective portion as detailed herein under.

3. That the total area of the property is 254 Sq. yds. The front of the suit property is approx. 37 feet and the length of the property is 61 feet Copy of the Site Plan is attached alongwith this Settlement Agreement as ANNEXURE-A.

4. To facilitate the division of the property by meets and bound, it is agreed between the parties that a line be drawn in the middle of the suit property on each floor approaching in the depth of the building as shown in Blue colour in the attached site plan. As such, a line has been drawn up on the site plan dividing the property in half on the width of the property and continuous till the entire length of the



property. Each party shall be owner of all that stands in the property in their respective portions.

5.It is agreed between the parties that the left portion of the suit property, thus carved out. more particularly shown in green colour in the attached site plan. falls to the share of the First Party and The right portion of the suit property, thus carved out. More particularly shown in red colour in the attached site plan, falls to the share of the Second Party.

6. The First Party shall construct a wall in their portion along the said dividing blue line at their own cost within 6 months from the date of execution of this Settlement Agreement.

7. The Second Party shall also construct a wall in their portion along the said dividing blue line at their own cost within 6 months from the date of completion of construction of wall by the First Party.

8. The Second Party agree not to use the wall of the First Party nor cause any damage to it at any point of time in future. Both the parties undertake to use their respective portions without damaging each other's wall/ portion.

9.The parties shall be responsible for addition/ alteration (removal of stairs, etc.) in their respective portions.

10.The said period of 6 months shall not include any delay on account of force-majeure / stay order/ interference by any authority.

11.The First Party shall duly inform the Second Party regarding the commencement of the construction of dividing wall and the Second Party shall be present at the time of the commencement of the construction of Wall by the First Party just to confirm that the wall is being raised along the dividing line. Thereafter, the Second Party shall not be entitled to raise any objection against the construction of Wall by the First Party in any manner till Within the defined parameter.



12. After the raising of their respective wall(s), the parties shall be free to transfer/sell/alienate/dispose of their respective portions of the suit property to anyone in any manner they feel like.

13.Both the parties shall make and use their own entrances.

14.The parties agree that the Suit being CS(OS) No. 124/2021 be decreed in terms of the present Settlement Agreement.

15.The parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the Parties hereto through the process of Mediation.

16.That the parties undertake before this Hon'ble Court to abide by the terms and conditions set out in the Agreement and not to dispute the same hereinafter in future.

17.The parties agree that they have arrived at the present Settlement Agreement with their own free will and desire and without any pressure, fraud, 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.

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

4. Both the learned counsel submits that as per their instructions, the parties undertake to comply with the terms and conditions of the settlement. Learned counsel submits that in view of the settlement, the suit may be disposed of.
5. In view of the settlement, the suit stands disposed of. The parties are held bound by the settlement recorded here.



6. Decree sheet be drawn accordingly.

DINESH KUMAR SHARMA, J

FEBRUARY 16, 2024

Pallavi