



2024:DHC:4506



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI***Date of decision: 28th May, 2024*+ **CS(OS) 1629/2014****RULDA SINGH**

..... Plaintiff

Through: Mr. Prabhoo Dayal Tiwari, Ms. Aleena, Ms. Varalika Singh, Mr. Kunal Karan, Mr. Karan Dalal, Ms. Tarang Jain, Mr. Asif Iqbal & Ms. Naseem Tabrez, Advs. (M: 9599965406)

versus

ROHIT SHARMA

..... Defendant

Through: Mr. AP Vinod & Mr. Manish Kumar Hirani, Advs. (M:9312219060)

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With

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CS(OS) 120/2019**ROHIT SHARMA**

..... Plaintiff

Through: Mr. AP Vinod & Mr. Manish Kumar Hirani, Advs.

versus

S. RULDA SINGH

..... Defendant

Through: Mr. Prabhoo Dayal Tiwari, Ms. Aleena, Ms. Varalika Singh, Mr. Kunal Karan, Mr. Karan Dalal, Ms. Tarang Jain, Mr. Asif Iqbal & Ms. Naseem Tabrez, Advs.

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And

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TEST.CAS. 18/2019**ROHIT SHARMA AND ORS.**

..... Petitioners

Through: Mr. AP Vinod & Mr. Manish Kumar Hirani, Advs.

versus

STATE OF NCT OF DELHI AND ORS.

..... Respondents

Through: Mr. Prabhoo Dayal Tiwari, Ms. Aleena, Ms. Varalika Singh, Mr. Kunal Karan, Mr. Karan Dalal, Ms. Tarang Jain, Mr. Asif Iqbal & Ms.



Naseem Tabrez, Advs for R-2.

CORAM:
JUSTICE PRATHIBA M. SINGH

JUDGMENT

Prathiba M. Singh, J.

1. This hearing has been done through hybrid mode.
2. The aforementioned three proceedings are related to one property bearing No. B-7/65 Second Floor, Safdarjung Enclave, New Delhi. In the connected matters, two proceedings are transferred to this Court from the Trial Court vide order dated 23rd August, 2018. The details of the proceedings are as under:-

C.S No: 307/14	Sh. Rohit Sharma v. Sh. Rulda Singh	Pending in the Court of Sh. Vishal Pahuja, Civil Judge-02 (South), Saket Courts, New Delhi
Probate Case No:33 of 2015	Sh. Rohit Sharma & others v/s. State & Sh. Rulda Singh	pending in the Court of Sh. Indejeet Singh, A.D.J (South), Saket Courts, New Delhi as Probate
TEST.CAS. 18/2019	ROHIT SHARMA AND ORS. v. STATE OF NCT OF DELHI AND ORS.	

3. The present proceedings are pending between Mr. Rulda Singh, Mr. Rohit Sharma, Mr. Davide Franchini and Mr. Vito Cagli.
4. Mr. Vito Cagli passed away during the pendency of the present suit and his son Mr. Alessandro Cagli has also passed away in December, 2023.



Ms. Nora Cagli is the *bhabhi* (sister in law) of the Plaintiff, who is now deceased and hence her legal heirs have been impleaded in this matter.

5. On 21st March, 2024, this Court considered the application for substitution of legal heirs of Mr. Vito Cagli. The substitution was allowed on the said date in the following terms:

“9. The present application dated 18th March, 2024 has been filed by the Plaintiff- Mr. Rulda Singh under Order XXII Rule 2 of the CPC, 1908. The Plaintiff vide this application is seeking substitution of legal representatives of the deceased-Mr. Vito Cagli (Defendant No. 3).

10. After perusing the application, the Court is of the opinion that the substitution deserves to be allowed. The amended memo of parties mentioning the daughter of the Late Mr. Vito Cagli, wife of Mr. Alessandro Cagli and the daughter of Mr. Alessandro Cagli is taken on record. The amended memo of parties reads as under:-

“Rulda Singh
S/o Late Sh. Puran Singh
R/o Villate Pathar Majra,
P.O. Pathrehi Jattan
Tehsil and District Ropar (Punjab)Plaintiff
Versus

1. Rohit Sharma
S/o Late Rajneesh Sharma
R/o C-61, Anand Niketan
New Delhi

Also At:
B-7/65, Second Floor,
Safdarjung Enclave, New Delhi-110029
2. Davide Franchini
S/o Mr. Dario Franchini
R/o B-7/65, Second Floor,



Safdarjung Enclave, New Delhi-110029

3.(a) Ms. Ireni Cagli

D/o Late Vito Cagli

R/o Via Delle Isole N10, Rome, Italy.

3.(b) Ms. Pavla Nikhailovna Romanchak,

W/o Late Alessandro Cagli,

R/o Woluwe-Saint-Pierre(Bel)

Rue Francois gay Rome, Italy

3.(c) Ms. Arianna Cagli

D/o Late Mr. Alessandro Cagli,

R/o Woluwe-Saint-Pierre(Bel)

Rue Francois gay Rome, ItalyDefendants”

6. The matter was, thereafter, referred back to the mediation centre for finalising the settlement. Today, Mr. Rulda Singh and Ms. Nisi Sharma mother of Mr. Rohit Sharma are present in Court. Ld. Counsel for the parties have placed the finalised settlement agreement on record dated 27th May, 2024. The said settlement agreement has been signed by Mr. Rulda Singh referred to as the first party and the Plaintiff-Mr. Rohit Sharma, Ms. Irene Cagli, Mr. Davide Franchini, Ms. Pavla Michailovna Romanchak and Ms. Arianna Cagli who are described as the second party (collectively). The agreement has also been signed by the Id. Mediator.

7. As per the settlement agreement, the parties have agreed to resolve their disputes as per paragraph 1 to 15 of the settlement agreement. The said terms and conditions are set out herein below:

- 1. That the ‘Parties’ to the present Settlement Agreement have amicably and through mediation settled all their disputes and differences.*



2. That the '**Parties**' have mutually agreed that **defendant No. 1/ Mr. Rohit Sharma** shall pay a sum of Rs. 43,00,000/- (Rs. Forty Three Lacs) in toto and in one installment to the **First Party** of the present Settlement Agreement and in consideration of the same, the **First Party** shall give up all his rights and share in "the property in question" in favour of the **Second Party**.
3. That the said amount of Rs. 43 Lakhs (Forty Three Lakhs) shall be paid to the **First Party** by the mother of defendant No. 1/Rohit Sharma, on his behalf, at the time of signing of the present Settlement Agreement. The said amount shall be tendered by means of a Demand Draft bearing No. 646224 dated 24.05.2024 issued by Deutsche Bank, KG Marg, New Delhi.
4. The **First Party** shall, at the time of signing of the present Settlement Agreement and upon receiving the demand draft for Rs. 43 Lakhs (Forty Three Lakhs) hand over physically, the original documents in his possession being agreement to sell, General Power of Attorney, Will and Receipt dated 13.06.1990 in respect of "the property in question" to the mother of defendant No. 1/Rohit Sharma.
5. That the **First Party** shall also, for the sake of abundant caution execute a supporting Affidavit/ Undertaking ratifying the relinquishment of his share in the "the property in question" in favour of the **Second Party**. The said Affidavit/ Undertaking shall be handed over to the mother of defendant No. 1/Rohit Sharma at the time of signing of the present Settlement Agreement and upon receipt of the consideration amount of Rs. 43 Lakhs.
6. That the '**Parties**' hereby agree that the physical possession of the "the property in question" shall remain with the **Second Party**.



7. That the **First Party** agrees to withdraw his objections filed in Test. Case. No. 18 of 2019 titled Rohit Sharma & Ors. versus State & Anr. to the Will dated 20.12.2012 executed by late Nora Cagli Singh and shall have no objection if the said Test. Case. No. 18 of 2019 is allowed and the case is disposed of in terms of the present Settlement Agreement arrived at between the '**Parties**'.
8. That the **Second Party** /petitioners of Test. Case. No. 18 of 2019 Rohit Sharma & Ors. Versus State & Anr. shall divide their respective shares in "the property in question" in accordance with the mandate of the Will dated 20.12.2012 executed by Late Mrs. Nora Cagli Singh in the proportions as mentioned in the said Will.
9. That the '**Parties**' mutually agree that both the below mentioned pending suits shall be disposed of by this Hon'ble Court in terms of the present Settlement Agreement.
 - (i) CS (OS) No. 1629 of 2014 titled as Rulda Singh Vs. Rohit Sharma & Ors.
 - (ii) CS (OS) No. 120 of 2019 titled as Rohit Sharma & Ors. Vs. Rulda Singh.
10. That the '**Parties**' mutually agree that after the execution of the present Settlement Agreement, none of the legal heirs/successors of the **First Party**, shall have any right/title/interest whatsoever, in the 'property in question'.
11. That the '**Parties**' mutually agree that they have no further claims or demands against each other and all the disputes and differences in the various Court proceedings and otherwise have been amicably settled through the process of Mediation in terms of the present Settlement Agreement.



12. That the '**Parties**' hereby confirm that present Settlement Agreement has been drafted under the joint instruction of the '**Parties**' who have read and understood the contents thereof and have signed the Settlement Agreement voluntarily, of their own free will and without any fair, force, pressure or undue influence for any quarter. It is agreed that the present Settlement Agreement is in the interest of the '**Parties**' to ensure peace and harmony amongst them.

13. That the '**Parties**' mutually agree to abide by the terms and conditions set out in the present Settlement Agreement and shall not dispute the same hereinafter in future. It is further mutually agreed between the '**Parties**' that their successors, nominees, legal representatives, assignees etc shall not raise any objection at any point of time regarding the covenants of the present Settlement Agreement.

14. That the '**Parties**' mutually agree that the present Settlement Agreement shall be binding upon the '**Parties**'.

15. That in case either party fails to honor its commitment in terms of the present Settlement Agreement, the other party shall have the right to file remedial proceedings, both judicial and financial, in an appropriate Court of Law including execution proceedings and taking steps to revive earlier pending proceedings in the Court of Law."

8. Broadly, the Defendant No.1- Mr. Rohit Sharma has agreed to pay a sum of Rs. 43,00,000/- to Mr. Rulda Singh which has been tendered by way of demand draft. The same has been confirmed to have been received by Mr. Rulda Singh who is present in Court. The details of the demand draft are as under:



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PUR Name: Ms. Nishi Sharma
Receiver: Mr. Rulda Singh
DD No. 646224
Date: 24th May, 2024
Amount: Rs.43,00,000/-

9. The same shall be encashed by Mr. Rulda Singh. Mr. Rohit Sharma's mother Ms. Nishi Sharma confirms receipt of the original general power of attorney, Will, Receipt dated 13th June, 1990 in respect of the property in question. The supporting affidavit has also been handed today. Mr. Rohit Sharma and his family shall be in possession of the suit property. Mr. Rulda Singh also confirms that he withdraws his objections in the **TEST.CAS. 18/2019**.

10. The suits *i.e* **CS(OS) 1629/2014** and **CS(OS) 120/2019** are accordingly decreed in terms of the above stated settlement.

11. Insofar as the **TEST.CAS. 18/2019** is concerned, the same has been filed seeking probate of the Will dated 20th December, 2012 executed by Ms. Nora Cagli wife of late Mr. Kesar Singh Bala in respect of property bearing no. B-7/65 Second Floor, Safdarjung Enclave, New Delhi. In view of the withdrawal of the objections by Mr. Rulda Singh, none of the parties have any objections in the probate being granted. Accordingly, probate is granted in favour of Petitioners in respect of the Will dated 20th December, 2012 executed by late Ms. Nora Cagli wife of late Mr. Kesar Singh Bala in favour of the Petitioners namely Mr. Rohit Sharma, Mr. Davide Franchini and Ms. Vito Cagli who is now represented by his legal heirs as recorded above. Let the probate be drawn up accordingly. The suits and the probate petitions are disposed of, accordingly, in the above terms. Parties and all



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others acting for or on their behalf shall be bound by the terms of the settlement agreement.

12. In **CS(OS) 1629/2014**, the Court fee which has been paid by the Plaintiff be refunded to him in full in terms of the judgement in **Nutan Batra v. Buniyaad Builders [(2018) 255 DLT 696]**, as the disputes have been amicably settled through mediation between the parties.

13. The Court places on record its appreciation for the role played by the Id. Mediator in this matter.

PRATHIBA M. SINGH
JUDGE

MAY 28, 2024
dj/ks