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

+ **CS(OS) 239/2023, I.A. 7152/2023**

SHALINI JAIN

..... Plaintiff

Through: Mr.Pushpendra Singh Bhadoriya,
Adv. (through VC)
Mr.Guneet Sidhu, Adv. vc

versus

SANSKRITI JAIN

..... Defendant

Through: Mr.Guneet Sidhu and
Mr.Radharaman Rajoriya, Advts.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

18.01.2024

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Learned counsels for the parties submit that the matter has been settled at the Delhi High Court Mediation and Conciliation Centre vide settlement agreement dated 21.12.2023 on the following terms and conditions:

ARTICLE 1

AGREEMENT AS TO IMMOVEABLE PROPERTIES

1.1 Status of Properties Pre-Settlement Agreement

During the lifetime of Late Mr. Pearl Jain and until the date of the family settlement, the various immovable properties were owned in the name of Late Mr. Peral Jain individually as detailed in Schedule 1.

1.2 Status of Properties post-Settlement Agreement

The Parties have decided to relinquish their respective interest in the immovable properties mentioned in Schedule 1 in the manner and in favour of the person as stated in Schedule 2. Schedule 2 reflects the final settlement between the Parties as to the ownership of the immovable properties stated therein.



ARTICLE 2

NO CLAIM IN RESPECT OF ALLOCATED PROPERTIES

2.1. Pursuant to and in furtherance of the oral family settlement recorded in the present Settlement Agreement, the Parties hereto have agreed and undertaken, not to make any claims or demands of whatever nature in respect of the properties allocated to the respective parties [hereinafter "Allocated Parties"].

ARTICLE 3

IMMOVEABLE PROPERTIES NOT COVERED UNDER THE MOFS

3.1. The family settlement as recorded in this Settlement Agreement is applicable to the rights, title, claims and demands in respect of the Allocated Properties. Any immovable properties not covered under the Settlement Agreement [hereinafter "Unallocated Properties"] will be-considered to have been relinquished completely in favor of the First Party and Second Party will not raised any objection qua the same in future.

ARTICLE 4

GENERAL POINTS

4.1. The Parties declare and undertake that they are in possession-sole or Joint of the properties stated in the present Settlement Agreement.

4.2;. It is settled between the Parties that any taxes, including any pending taxes, arising on account of vesting of the properties as stated in Schedule 2 in accordance with the Settlement Agreement shall' be borne and paid by the person in who's name the said property stood after the vesting. The Parties further declare that the taxes for all properties are presently paid and up-to-date;

4.3. The Parties confirm and acknowledge that the present family settlement as arrived at on 15.12.2023 between the Parties without any pressure, coercion, and voluntarily to put an end to their disputes, and differences and maximize the value of the estate of Late Mr. Pearl Jain for the ultimate benefit of First Party during her lifetime. The family settlement , as recorded in this Settlement Agreement constitutes the entire agreement between the Parties and



supersedes all prior agreements and settlements, oral or written, amongst the Parties in connection with the understanding captured herein.

4.4. Each party shall do, execute and deliver or procure to be done, execute and deliver to the other Party, all such further acts, deeds, things and documents as may be necessary to give full effect to the understanding captured in this Settlement Agreement and none of them shall take or refrain from taking any step which might be repugnant to the understanding captured in this Settlement Agreement.

4.5. The parties that the present suit being CS(OS) No. 239/2023 may be decreed in terms of the present Settlement Agreement.

4.6. The Parties shall pray before this Hon'ble Court for a refund of court fee under Section 16 of the Court Fees Act, 1870 in view of this Settlement Agreement."

Learned counsel for the plaintiff submits that since the matter has been settled, a decree-sheet is required in terms of the settlement. The status of the properties post-settlement would be as follows:

Sl.No.	Details of Property	Vested with
1.	Property No. 1 viz.. Property bearing 237, Satya Niketan, Moti Bagh - II, J.J. Colony, New Delhi admeasuring 80 sq. mtrs.	Ms. Sanskriti Jain (Defendant/Second Party)
2.	Property No. 2 viz., Basement and Entire Ground Floor build built on Plot No. 27, Moti Bagh, J.J. Colony, New Delhi admeasuring 76:6,81 sq. mtrs.	Mrs. Shalini Jain (Plaintiff/ First Party)
3.	Property No. 3 viz., F2-0102, in Block No. F2, on 1st Floor having super area of 171.40 sq. mtrs.	Mrs. Shalini Jain (Plaintiff/ First Party)

Since the parties have amicably settled the matter, the matter stands



disposed of as compromised.

Decree sheet be drawn accordingly in terms of the settlement agreement. Court fee be refunded as per rules.

DINESH KUMAR SHARMA, J

JANUARY 18, 2024

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