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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 110/2020 & I.A. 3435/2020**
HARPREET SINGH CHHABRA Plaintiff
Through: Ms. Manisha Arora, Adv. along with
Plaintiff - Sh. Harpreet Singh
Chhabra (M- 8586804169)
versus
KANWALNAIN SINGH Defendant
Through: Mr. Mandeep Singh Kapoor, Adv.
(M-9212002049)

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **31.05.2024**

1. This hearing has been done through hybrid mode.
2. Ld. Counsel for the parties submit that the disputes have been resolved. A settlement agreement dated 27th May, 2024 is on record. The disputes underlying the present suit are between two brothers, namely Mr. Harpreet Singh Chhabra and Mr. Kanwalnain Singh. The suit is for partition, declaration, and permanent injunction in respect of the properties left behind by late Harjaspat Singh Chhabra, the father of Plaintiff and Defendant by virtue of the Will dated 16th November, 2019 whereby the first floor of the property No.4804, Bharat Ram Road, Darya Ganj, New Delhi-110002 was bequeathed solely in favour of the Plaintiff and as regards the rest of the properties as mentioned in sub-paras (i) and (ii) of Para- (xv) of the plaint, the Plaintiff was given half the share.
3. The parties are the children of Late Sh. Harjaspat Singh Chhabra. The Court vide order dated 13th March, 2020, granted a *status quo* order in respect of the immovable properties mentioned in sub-paras (i) and (ii) of Para-(xv) of



the plaint. Thereafter, the matter has been resolved vide settlement agreement dated 27th May, 2024.

4. As per the settlement agreement dated 27th May, 2024, the movable and immovable properties that were acquired have been listed in the said settlement agreement. The terms and conditions of the settlement are contained in paragraphs 1 to 18 of the settlement agreement dated 27th May, 2024.

5. Broadly, the brothers have divided the immovable and movable properties between each other, and the division is explained in detail in the settlement agreement dated 27th May, 2024. The Plaintiff has to pay the Defendant a sum of Rs.1.5 crores as per the settlement agreement dated 27th May, 2024. A sum of Rs.12.5 lakhs has already been paid by the Plaintiff vide DD No. 038469, dated 26th April, 2024 drawn on HDFC Bank. The mode and manner of payment are also set out in the settlement agreement dated 27th May, 2024. Both brothers, the Plaintiff and the Defendant, are present in Court. The settlement agreement dated 27th May, 2024 also involves the trademark 'HARMAN,' and they have agreed on the manner in which it is to be protected.

6. The Court has perused the terms and conditions of the settlement agreement dated 27th May, 2024. The same are lawful. There is no impediment in recording the same. The suit is decreed in terms of the paragraphs 1 to 18 of the settlement agreement dated 27th May, 2024. Parties and all others acting for or on their behalf, including their families, shall be bound by the settlement agreement dated 27th May, 2024. The *status quo* order shall stand vacated in view of the settlement agreement dated 27th May, 2024.

7. Let the decree sheet be drawn up in the above terms. Settlement agreement shall be made as part of the decree.

PRATHIBA M. SINGH, J

MAY 31, 2024/Rahul/dn