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

+ **CS(OS) 113/2020, I.As. 3442/2020 & 24387/2023**

ABHISHEK SHARDA

..... Plaintiff

Through: Mr. Sanjay Dewan, Advocate with
Plaintiff in person.

versus

SRISHTI JAIN

..... Defendant

Through: Mr. Rajiv Bajaj, Adv.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **24.01.2024**

1. This hearing has been done through hybrid mode.
2. In the present suit, the dispute is between brother and sister. Both the parents of the parties are no more. The present suit was filed for partition and rendition of accounts with regard to the property at D-52, Panchsheel Enclave, Delhi.
3. The Local Commissioner, who was appointed for recording the evidence has placed before the Court the joint terms and conditions on which the parties have, in fact, resolved their disputes. The said terms and conditions are set out below:-

“1. The Plaintiff and Defendant are absolute owners and under possession of their respective portions i.e. Plaintiff (Shri Abhishek Sharda) is in possession of the first floor of property bearing No. D-52, Panchsheel Enclave, New Delhi-110017. Similarly, the Defendant Ms. Srishti Sharda is in possession of the second floor of property bearing No. D-52, Panchsheel Enclave, New Delhi-110017.

2. It is agreed and settled between Plaintiff and the



Defendant that both of them will be the absolute owners of their aforesaid properties and both have no objection to the transfer of their respective rights in the aforesaid portions.

3. That there are three litigations including the present suit pending between the parties it is agreed and settled that all the litigations will be disposed off in terms of the present settlement terms executed today before Ld. Local Commissioner.

4. That it is further agreed and settled that the Plaintiff will pay a total sum of Rs.50 Lakhs to the Defendant. The said amount includes the amount of approx. Rs.31,72,000/- which is the subject matter of the Succession Petition pending before the Administrative Civil Judge, Saket Court bearing No. S.C. 177/2021 and the balance amount of Rs. 18,28,000/- will be paid by the Plaintiff to the Defendant within a period of three months to the Defendant directly in her account.

5. It is further agreed and settled that both parties will give their no objection for the release of the aforesaid amount of Rs.31,72,000/- before the Ld. Administrative Civil Judge, Saket Court, New Delhi on 27.01.2024 or any other date fixed by the Hon'ble Court. All the expenses, including but not limited to the Govt. Stamp duty for release of the said amount in favour of the Defendant Ms. Srishti Sharda Petitioner therein in the succession petition shall be borne by the Sh. Abhishek Sharda.

6. That another case which filed by Ms. Srishti Sharda is a testamentary case bearing Nos. 108/21 pending before this Hon'ble High Court of Delhi will be withdrawn by Ms. Srishti Sharda to which Sh. Abhishek Sharda has no objection.

7. It is further agreed and settled between the parties that apart from that aforesaid amount of Rs.50 Lakhs which is to be received by Ms. Srishti Sharda in terms of para 4 above, there is no other amount and both parties will execute requisite documents/partition deed



for enabling each of the party to have perfect marketable title of their floors within a period of three months from today.

8. It is further agreed and settled that the legal cost and government dues/duties in respect of getting the properties/floor converted in their name, all the expenses incurred towards the same shall be borne by Sh. Abhishek Sharda.

9. By signing the present agreement both the parties shall be left with no claim against each other except the fulfillment of the above obligations.

10. That both the parties shall appear before the Hon'ble Court on 24.01.2024 for making their respective statements and for disposal of the present suit on the basis of the aforesaid settlement arrived at before Ld. Local Commissioner today.

11. In token of the acceptance of the aforesaid terms both the parties have appended their signatures in the presence their lawyers and undertake to abide by the terms and conditions settled therein.

12. That in case of the failure of the either of the parties to comply with the aforesaid settlement terms the aggrieved party shall be at liberty to get the present settlement agreement executed through the Court of law.”

4. The Plaintiff is present physically before the Court and Defendant is present virtually. The statements of the parties are recorded today. The same are extracted below:

“Statement of Mr. Abhishek Sharda, S/o Shri. Ajay Sharda, aged 43 years, R/o 7974 Butterfly St. Painesville, Ohio- 44077, USA

On SA



I am an engineer and I am working in a Company called Brown & Caldwell in Ohio, USA. I have been in the USA since 2011. I have a wife and two children who live with me in the USA. My son is 13 years old and my daughter is 11 years old.

Prior to the demise of my mother I used to be in touch with my sister since she is my only blood relation. I do want to improve my relationships with my sister. I would be leaving to USA on 25th January, 2024. I am willing to take my sister to our aunt (bua) today itself and make her meet my aunt.

I also undertake to take all steps that may be required to again integrate my sister into the family, considering that we have now resolved our disputes in respect of the property.

I am willing to invite my sister to live with me in the USA subject to our relationships being improved. I will make all endeavors to improve the relationship with my sister.

I have appeared before Ms. Kusum Dhalla, the Local Commissioner on 19th January, 2024. The terms and conditions from the Clause 1 to 12 have been duly signed by me.

I have agreed to all the terms of the settlement as recorded by the Local Commissioner on 19th January, 2024. I have no objection to the amount of Rs.31,72,000/- which is subject matter of the Testamentary Case being SC No. 977/2021 being released in favour of my sister. I am willing to bear the expenses, if any, towards the said release.

In terms of the settlement, the balance amount of Rs. 18,28,000/- shall be paid by me on or before 30th April, 2024 to my sister. As per the settlement terms, my sister would be the exclusive owner of the second floor of property bearing No. D-52, Panchsheel Enclave, New Delhi-110017. I would be the exclusive owner of the first floor of the said property. The said first floor of the property is on rent and as of now I do



not intend to sell the property as the same has sentimental value for me.”

“Statement of Ms. Srishti Sharda, D/o Shri Ajay Sharda, aged 41 years, R/o D-52, 2nd Floor, Panchsheel Enclave, New Delhi-110017

On SA

I have a qualification of BSc Honors in Computer Science and I work in a Company called TBO (Travel Boutique Online). I have been working there for the last six months. Prior to that I was working for a Company called Fresh Works.

Mr. Abhishek Sharda, the Plaintiff is my brother.

I have appeared before Ms. Kusum Dhalla, the Local Commissioner on 19th January, 2024. The terms and conditions from the Clause 1 to 12 have been duly signed by me.

I live singly, after my divorce in 2021.

I lost my mother on 4th November, 2018 and after her demise, a Will dated 22nd February, 2016 surfaced which my mother had executed and was registered.

I have been isolated by my family. Since the demise of my parents my aunt (bua) is my only local guardian. Due to ill will which has developed between me and my brother, the relationship between me and other family members has been soured completely.

I would like that as a part of the settlement, I ought not to be isolated and I should be integrated into the family otherwise I do not have any other objection to the present settlement.”

The statements have been recorded on oath and both the parties have confirmed the execution of the settlement and to amicable resolve their dispute and improve family relations.



5. The only issue appears to be that the Defendant intends that her relationship with the family ought to improve and the Plaintiff should facilitate the same. Accordingly, the Plaintiff has agreed to facilitate a meeting of his sister with the aunt (*bua*) – only surviving local guardian today itself at about 7.pm in the evening. Let the Plaintiff and the Defendant visit the *bua* today at 7.pm.
6. Parties shall make an endeavour together to improve their relationships. In the testamentary case being SC No. 977/2021, the partition deed shall be executed and the stamp duty in respect of the same shall be borne by the Plaintiff. The testamentary case shall be disposed of in terms of the settlement.
7. List for receiving the compliance of all conditions set out above on 1st May, 2024.
8. The suit is decreed in terms of the settlement terms recorded above along with the assurances given in the respective statements of the parties. All pending applications are also disposed of.
9. This matter shall be treated as a part heard matter for the purpose of compliance.
10. The dates before the Joint Registrar and before Court shall stand cancelled.

PRATHIBA M. SINGH, J.

JANUARY 24, 2024

mr/bh