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

+ **CS(OS) 294/2022**

SACHIN KUMAR JAIN Plaintiff

Through: Mr. Nitin Arora, Adv.

versus

MUKESH KUMAR JAIN & ORS. Defendants

Through:

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **31.05.2024**

1. This hearing has been done through hybrid mode.

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2. The present application has been filed under Order 23 Rule 1 and 3 CPC reporting that the disputes between the parties have been resolved.

3. The present dispute is between family members. Sh.Nikesh Kumar Jain, who is now deceased, along with Defendant No.1-Mukesh Kumar Jain who is the brother of Late Sh. Nikesh Kumar Jain and uncle of Plaintiff, had purchased the property bearing no.GD-208, Pitampura, Delhi-110034 hereinafter referred as the '*suit property*'). The Plaintiff and Defendant Nos.2 and 3 are siblings and children of Late Sh.Nikesh Kumar Jain.

4. The present suit has been filed seeking partition of the said property. Vide order dated 23rd May, 2022, a *status quo* order was granted in respect of title and possession to be maintained by the parties.

5. Today, it is submitted that the parties have settled their disputes vide



settlement deed dated 28th May, 2024. The disputes have been resolved between the Plaintiff and Defendant No.1.

6. As far as Defendant Nos.2 and 3 are concerned, they are stated to have executed a relinquishment deed in favour of the Plaintiff. Hence, they are stated to be proforma parties.

7. The contested dispute is between the Plaintiff and Defendant No.1. As per the settlement which has been executed and has been attached with the application, the parties have agreed to get the property re-developed into a building consisting of stilt parking + 4 floors which includes ground floor, first floor, second floor, third floor with roof as also parking. It has also been agreed that after construction, the upper ground floor would be exclusively in ownership of the Defendant No.1 and the top floor *i.e.*, third floor with roof rights would be the property of the Plaintiff. The second floor (without roof rights) is to be sold jointly by the parties in the open market and the first floor (without roof rights) is to be given to the builder in lieu of the collaboration work.

8. The settlement contained in paragraph 1 to 8, is extracted as below:

“1. That in continuation to settlement deed dated 21.07.2023, it has been agreed between the First and Second Party that they will get the said property reconstruct/re-developed by entering into a Collaboration Agreement with a Builder to construct a building consisting of stilt parking + 4 floors which will be known as Upper ground floor, first floor, second floor, third floor with roof.

2. It has been mutually agreed between the first and second party that after construction of 4 story building as described above, the upper ground floor of the property (without roof rights) will be



the exclusive property of second party and the top floor i.e., third floor with roof rights will be the exclusive property of the first party.

3. It has been mutually agreed that out of the two remaining floors, the second floor (without roof rights) will be sold by both the parties in open market and the first floor (without roof rights) will be given to a builder in lieu of the collaboration agreement by executing necessary paper work.

4. That it has been agreed between the parties that the parties shall cooperate with each other in executing all necessary document(s) of Sale/Transfer of their respective Floors as well as Floor agreed to be sold/ transfer to the Builder and proposed buyer respectively.

5. That it has been mutually agreed between the parties that after the execution of the present settlement agreement, both the parties shall move joint application Under Order 23 Rule 1 & 3 of CPC, 1908 before Hon'ble High Court of Delhi in the aforesaid civil suit for passing compromise decree in respect of the said property on the basis of the present settlement deed.

6. The parties hereto also agree and declare that the conditions of this Settlement Agreement reached between them and recorded herein are fair and bona fide and that they are in the best interests of the parties.

7. All the conditions of this settlement agreement for this settlement have been fully explained to all the parties in vernacular, who are the signatories to this agreement for family settlement and the said signatories have in consultation fully examined and considered the said terms and conditions and have given their free consent at their will without any force, coercion and/or inducement.

8. That the present agreement for settlement is



final and conclusive and shall not be altered or changed at any subsequent stage of the settlement.”

9. The settlement agreement has been signed by both the parties along with their thumb impressions. There are two witnesses to the said agreement.
10. The affidavit of the Plaintiff and Defendant No.1 has been attached with the present application.
11. Considering the nature of the matter, the Court is satisfied that the settlement is lawful and there is no impediment in recording the settlement.
12. Accordingly, the suit is decreed in terms of the settlement.
13. All the pending application also stand disposed of.
14. The *status quo* order dated 23rd May, 2022 shall now stand vacated.
15. The date fixed before the Joint Registrar is cancelled.

PRATHIBA M. SINGH, J.

MAY 31, 2024/rb/ks