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

+ **CS(OS) 309/2024 and I.A. 8843-45/2024**

MS SUPARNA SACHDEV

..... Plaintiff

Through: Mr. V.D Costa, Ms. Astha Ojha, Mr.
Himanshu Sharma & Ms. Gauri Goel
Advocates. (M: 8447373480).

versus

SH.SUNIL SACHDEV & ORS.

..... Defendants

Through: Mr. Arun Malik, Mr. Arjun Malik
and Ms. Aarohi Malik, Advocates
(M: 9810017346).

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **17.05.2024**

1. This hearing has been done through hybrid mode.
2. The present suit was filed by the Plaintiff - Ms. Suparna Sachdev seeking partition of the suit property i.e., Plot No. 65, Sunder Nagar, New Delhi- 110003 as well as other assets of Late Sh. Rama Nand Sachdev, in favour of the Plaintiff towards one third share of 50% of the estate of Late Sh Rama Nand Sachdev. On 23rd April, 2024 parties had submitted that they intend to resolve the disputes.
3. Parties have appeared before the Court today. Their statements have been recorded. The same are extracted below:-

“Statement of Ms. Suparna Sachdev.

I am the Plaintiff in the present suit and I am the daughter of Defendant No. 1-Shri Sunil Sachdev. I have



filed the present suit seeking partition and other reliefs in respect of property bearing No. 65, Block no. 171, Sunder Nagar, New Delhi - 110003.

I have settled my disputes with my father vide settlement agreement dated 17th May, 2024. In terms of the settlement, I have today received a sum of Rs.4.5 crores by way of a cheque issued by my father and my brother Mr. Amit Sachdev. Upon the same being encashed, I would not have any right, title or interest in respect of any of the following properties mentioned in Annexure-1 to the settlement agreement:

A. Property bearing Plot No. 65, Sunder Nagar, New Delhi.

B. Flat bearing No.9, Dakshineshwar Building, 10 Haily Road, New Delhi.

C. Office space bearing No. C-33, Connaught Place, New Delhi.

D.4th Floor, Mohan Dev Building, Tolstoy Marg, Connaught Place, New Delhi.

My father has executed a relinquishment deed dated 17th May, 2024 in my favor in respect of property bearing Office No. H-65, First Floor, Connaught Place New Delhi.

With this settlement agreement and relinquishment deed, I do not have any further claims against my father or my family. This shall be a full and final settlement of all my claims.

This settlement agreement has been signed by me. The relinquishment deed has also been signed by me.

Statement of Mr. Sunil Sachdev

The Plaintiff-Ms. Suparna Sachdev is my daughter.

The present suit has been filed by her seeking partition of property bearing No. 65, Block no. 171, Sunder Nagar, New Delhi - 110003. My family and I have resolved our disputes with my daughter vide settlement agreement dated 17th May, 2024.



My son- Amit Sachdev and myself have issued cheque No. 844515 for a sum of Rs.4.5 crore drawn on Yes Bank dated 14th May, 2024 in favour of my daughter/Plaintiff.

I undertake that the said cheque would be encashed and would not be dishonoured.

I have also relinquished my share in property bearing Office No. H-65, First Floor, Connaught Place New Delhi in favour of my daughter.

This settlement agreement has been signed by me. The relinquishment deed has also been signed by me.

This settlement would be a full and final settlement between me, my family and my daughter-Ms. Suparna Sachdev. There shall be no further claims against each other.”

4. They have amicably resolved their disputes and have executed a settlement agreement dated 17th May, 2024 and a relinquishment deed dated 17th May, 2024 has also been executed. The original documents are taken on record. The Court has perused the terms of settlement. The same are lawful and there is no impediment in recording the same.

5. A cheque for a sum of Rs.4.5 crore has been handed over today by the Defendant No.1-Shri Sunil Sachdev to the Plaintiff-Ms. Suparna Sachdev. The said cheque shall be honored and subject to the said cheque being honored, the Plaintiff-Ms. Suparna Sachdev has agreed to give up her rights, title and interest in all the following properties:-

- A. *Property bearing Plot No. 65, Sunder Nagar, New Delhi.*
- B. *Flat bearing No.9, Dakshineshwar Building, 10 Haily Road, New Delhi.*
- C. *Office space bearing No. C-33, Connaught Place, New Delhi.*



D. 4th Floor, Mohan Dev Building, Tolstoy Marg, Connaught Place, New Delhi.

6. The Defendant No. 1 has also executed a relinquishment deed dated 17th May, 2024 in respect of property bearing Office No. H-65, First Floor, Connaught Place, New Delhi. The original relinquishment deed has been placed on record. In view of this relinquishment deed, Defendant No. 1 shall have no right, title and interest in property bearing Office No. H-65, First Floor, Connaught Place New Delhi. Henceforth, the Plaintiff shall be the exclusive owner of the said property.
7. The original documents are taken on record. Parties are free to obtain release of the original documents if so required after filing of certified copies in terms of the Delhi High Court Original Side Rules, 2018.
8. As per the statements recorded above, with this settlement and the relinquishment deed, the Plaintiff has settled all her disputes with her father and the family members who have been impleaded herein. The parties and all others acting on their behalf shall be bound by the terms of settlement. This shall be full and final settlement between the parties.
9. The suit is decreed in terms of the settlement agreement. Decree sheet be drawn. The settlement agreement shall be made part of the decree.
10. All the pending applications, if any, are also disposed of.

PRATHIBA M. SINGH, J

MAY 17, 2024

mr/bh