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

+ **CS(OS) 386/2021 & I.A. 10382/2021, I.A. 15185/2022 & I.A. 9614/2023**

PRITPAL SINGH CHAWLA

..... Plaintiff

Through: Mr. J.M. Sharma, Sr. Advocate with
Mr. Karan Dua, Ms. Kirtika Gupta
and Mr. Amrit Pradhan, Advocates.

versus

SMT. PARAMJIT KAUR & ORS.

..... Defendants

Through: Ms. Beenashaw Soni with Ms. Mansi
Jain and Ms. Ann Joseph, Advocates
for D-1 to D-4.
Mr. Bharat Sareen, Advocate *via*
video-conferencing for D-5.
Mr. Amit Sanduja, Advocate *via*
video-conferencing for D-6.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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28.02.2024

I.A. 609/2024 (under Order XXIII Rule 3 r/w 151 CPC for settlement between the plaintiff and defendants Nos. 1 to 5)

I.A. 610/2024 (under Order XII Rule 6 of CPC by plaintiff seeking judgement on admissions against defendant No.6)

Further to what was recorded in order dated 10.01.2024, Mr. Amit Sanduja, learned counsel appearing for defendant No. 6 *via* video-conferencing submits, on instructions of Mr. R.D. Singh, who is the son of defendant No.6, that the latter is willing to accept the sum of Rs. 10 lacs from the plaintiff and defendants Nos. 1-4 in full



and final settlement in lieu of her 2.5% share in the suit property bearing No. P-4B, Nagpura Extension, New Delhi ('subject property').

2. Mr. J.M. Sharma, learned senior counsel appearing for the plaintiff and Ms. Beenashaw Soni, learned counsel appearing for the defendants Nos. 1 to 4 submits, that according to the terms of settlement, they are willing to pay the Rs. 10 lacs to defendant No.6, in equal shares of Rs. 5 lacs each.
3. Defendant No.6 confirms that in lieu of receiving Rs. 10 lacs from the plaintiff and defendants Nos. 1 to 4, her share in the subject property shall stand relinquished. She undertakes to execute the required document to that effect, if so required by the other parties.
4. In view of the above, the plaintiff on the one hand and defendants Nos. 1 to 4 together on the other hand, are directed to pay to defendant No. 6 the sum of Rs. 5 lacs *each* within 02 weeks from today against acknowledgement of receipt. Let a copy of the receipt be filed on record.
5. Insofar as the monies that are required to be paid by the other parties *inter-se* in terms of the Settlement Agreement are concerned, as requested, let the said monies be paid and settled within 45 days from today.
6. In view of the above, learned senior counsel appearing for the plaintiff and learned counsel appearing for defendants Nos. 1 to 6 seek disposal of the suit in terms of Family Settlement dated 20.12.2023 ('Settlement Agreement') signed between the said parties in relation to the subject property.



7. For the record, it may be noted that defendant No.6 has accepted the aforesaid sum of Rs. 10 lacs, in lieu of her share in the subject property by way of an out-of-court settlement, since she is not a signatory to the Settlement Agreement.
8. The court has perused the copy of the Settlement Agreement as appended to the application bearing I.A. No. 609/2024 filed under Order XXIII Rule 3 read with section 151 of the Code of Civil Procedure, 1908 ('CPC').
9. The Settlement Agreement contemplates the re-development and re-construction of the subject property through a builder, with certain monies being payable and adjustable as between the parties; and apportionment of the various floors of the proposed building to be constructed as between the parties and the builder. This court is satisfied that the parties have settled the matter by a lawful agreement. There is no reason why the terms of agreement should not be accepted, especially because it is a family settlement which brings family disputes to a close.
10. Accordingly, the terms of the settlement are accepted. Parties are directed to remain bound thereby.
11. The applications are disposed-of, in the above terms.

CS(OS) 386/2021

12. In view of the above, the terms of the settlement comprised in Family Settlement dated 20.12.2023 are accepted and taken on record; and shall form part of this order.
13. Parties are directed to abide by such terms.



14. The suit is decreed in terms of the Settlement Agreement, which terms shall form part of the decree.
15. The Registry is directed to draw-up a decree-sheet within 02 weeks.
16. The suit stands disposed-of.
17. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

FEBRUARY 28, 2024

V.Rawat