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

+ **CS(OS) 389/2021, I.A. 10517/2021**

SIMRAN KAUR & ORS.

..... Plaintiffs

Through: Mr. Raj Kapoor, Mr. Nikhil Kapoor,
Ms. Shardha Gupta, Advs.

versus

AMANDEEP SINGH BHATIA & ORS.

..... Defendants

Through: Mr. Jagjit Singh, Adv. (VC).

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

24.04.2024

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1. The present suit has been filed for partition and permanent injunction. However, during the proceedings the parties have entered into a settlement vide settlement agreement dated 28.12.2023 on the following terms and conditions:

“1. The First Party admits that flat No.532, Gali no.19, DDA Janta Flats, Madangir, New Delhi exclusively belongs to Sh. Gurmeet Singh, herein. They also admit the execution of Regd. Will dated 25/09/2017 and affidavit executed by late Sh. Harbans Singh, Gift deed dated 25/09/2017 in favour of S./Sh. Gurmeet Singh and Amandeep Singh.

2. The First Party also accept the Will dated 02/12/2019 executed by Late mother Ms. Pritam Kaur W/o late Harbans Singh respectively in respect flat no. JF-28 Ground floor, Khirki Extension, Gupta Colony, Malviya Nagar New Delhi in favour of Amandeep Singh and Flat No. G-3, Lower Ground Floor flat, measuring 50 Sq. Yards part of property



No. A-38, Khasra No. 129, Neb Enclave, Neb Sarai. New Delhi in favour of S/Sh.Gurmeet Singh and Amandeep Singh.

3. And similarly, the First party also accept the will dated 02/12/2019, executed by late Sh. Harbans Singh in respect of Flat No J-1/F-43 A, 120 Sq. Yards, Khasra No 959/62 parts of revenue estate of Village Khirki, Upper Ground Floor, Left Side, Khirki Extn, Gupta Colony, Malviya Nagar, New Delhi-110017 and in respect of Shop no. C-1, Shiv Shankar Market, Madangir, New Delhi and Power of attorney and possession letter dated 25/09/2017.

4. It has been agreed between the parties that the Second Party will execute necessary documents of transfer of two properties as explained in this para, on as and where basis, for the reason that the 2 properties were earlier purchased by late parents on the basis of power of attorney, agreement to sell and will etc. namely property bearing Flat No J-1/F-43 A, 120 Sq. Yards, Khasra No 959/62 part of revenue estate of Village Khirki, Upper Ground Floor, Left Side, Khirki Extn, Gupta Colony, Malviya Nagar, New Delhi-110017, stair to left side and Flat No.G-3, Lower Ground Floor flat, measuring 50 Sq. Yards part of property No. A-38, Khasra No. 129, Neb Enclave, Neb Sarai. New Delhi, in favour of 3 children namely Jessica Kaur Bhatia, Kanishka Kaur Bhatia and Kavya Kaur Bhatia (minor through, Mrs. Simran Kaur the mother and natural guardian) all D/o LATE MR. Harbinder Singh Bhatia @Bobby.The said documents shall be executed on or before 20/05/2024.

5. It has also agreed between the parties that the Second Party will pay an amount of Rs. 10,00,000/- to the First Party by way of cheque/Demand Draft/RTGS/cash.

6. It has been agreed that out of Rs. 10,00,000/-(Rupees Ten Lakhs Only) an amount of Rs. 2,50,000/-(Rupees Two Lakhs Fifty Thousand Only) has been paid by the Second Party to the First Party before the signing of the present Settlement



Agreement by way of cash and the First Party acknowledges the receipt of the above said amount.

7. It has been agreed between the parties that the remaining amount of Rs. 7,50,000/- shall be paid by the Second Party to the First Party in the name of Jessica Kaur Bhatia, Kanishka Kaur Bhatia and Kavya Kaur Bhatia within the time period of 5 months from the signing of the present Settlement Agreement i.e. on or before 27.05.2024.

8. That it is agreed and declare by all the plaintiffs (First Party) that they do not have and shall not claim any right, title or interest in future in any manner whatsoever, in respect of the properties (immoveable and moveable), as mentioned in the Suit bearing No. CS(OS)389/2021 filed by them and pending in hon'ble Delhi High Court, or any other properties immoveable and moveable, which may have not been mentioned in the said suit or which may later be discovered, to that of late parents except which have now been agreed to be given to the First party by the Second party, as a part of present settlement.

9. It is also agreed that in a pending litigation initiated by Sh. Gurdayal Singh CS/DJ 650/2017, Gurdayal Singh Vs Harbans Singh and Others for partition of Shop no. C-1, Shiv Shankar Market, Madangir, New Delhi, presently pending in the court of ADJ-01, South District, Saket Court, New Delhi, the first party shall support the Second party in the said case and shall not claim any share in the said shop, or take any stand, contrary to the interest of the Second Party.

10. It is categorically agreed that the first party shall not create any quarrel or dispute or harm Mr. Amandeep Singh Bhatia or his family, in any manner (who is residing at flat no. JF-28 Ground floor, Khirki Extension, Gupta Colony, Malviya Nagar New Delhi) and he is neighbour of the First Party herein. The same is applicable vice versa.

11. Both the parties assure and undertakes that they shall



comply with the terms of the present Settlement Agreement with full sincerity and in case any default, the non-defaulting party shall be at liberty to claim all remedies available in law against the defaulting party.

12. It has been agreed and settled that after the execution of the present settlement between the parties, the parties confirm that they are left with no grievances of any kind against each other.

13. In view of the above, both the parties hereto state that they have no further claims or demands against each other, and all the disputes and differences have been amicably settled by the Parties.

14. The present settlement deed is being signed by all the parties without any undue influence or coercion, out of their own free will to end the family disputes. The Parties shall abide by the aforesaid settlement terms in its true spirit.

15. The parties agree that the suit be disposed off in terms of the present settlement qua the Defendant No. 1,2,3 and 5.

16. That in the light of the aforesaid terms, the First Party will be at liberty to move an appropriate application, under Section 16 of the Court Fees Act, 1870 read with Section 89 of CPC, 1908, for refund of the Court Fee, if any, deposited by them.

17. The parties agree that on complete compliance of the terms and conditions stipulated herein they shall have no claims or demands against each other as all their disputes and differences have been amicably settled by the Parties hereto through the process of Mediation.

18. The contents of this Settlement Agreement have been read over and explained to all the parties in vernacular language, the parties have mutually and voluntarily agreed to all the aforesaid terms and have agreed to execute this deed with their respective free will and without any pressure



or coercion from any corner at all.

19. The parties undertake to abide by the terms and conditions set out in the present Settlement Agreement and not to dispute the same hereinafter in future.”

2. Mrs. Simran Kaur, plaintiff has also filed an affidavit deposing that she is the biological mother of plaintiff No.4, Ms. Kavya Kaur Bhatia, and the settlement agreement dated 28.12.2023 has been signed by her on behalf of plaintiff No.4. Mrs. Simran Kaur states that the said settlement agreement has been formulated keeping in mind the welfare, upbringing and benefit of the minor daughter plaintiff No.4.
3. Parties are held bound by the settlement agreement.
4. In view of the settlement agreement, the suit along with pending application stands disposed of as compromised.
5. Decree sheet be drawn in accordance with the settlement agreement dated 28.12.2023.
6. Court fee, if any, be also refunded as per rules.

DINESH KUMAR SHARMA, J

APRIL 24, 2024/AR..