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

+ **CS(OS) 378/2024 & I.A. 10672/2024, I.A. 48318/2024**

**KAMAL SHARMA**

**.....Plaintiff**

Through: Mr. Rajesh Pandey, Advocate  
alongwith Plaintiff in-person.

versus

**VINOD KUMAR & ORS.**

**.....Defendants**

Through: Mr. Satykam Saini, Advocate for  
Defendant Nos.1, 6 & 7 with  
Defendant Nos.1, 6 & 7 in-person.  
Mr. Amit Kumar, Advocate for  
Defendant Nos.2 to 4 with Defendant  
Nos.2 to 4 in-person.  
Mr. Ajay Kumar Khawal, Advocate  
for Defendant No.5.

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER**

**16.12.2024**

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1. The present suit has been filed with the following prayers:

*“1. Pass a decree of Declaration in favor of plaintiff and against the defendants to declare the order of mutation dated 22-2-1991 passed by Naib tehsildar, Mehrauli as null and void and further declare the Plaintiff and the defendant no(s).-1 to 5 as coparceners/co-owners/co-sharers of the suit properties i.e. 460 sq. yds. in khasra no- 58 (1-18) and 78/11 (2-0) situated in the extended lal dora abadi of Village, Samlaka, New Delhi and 88 sq. yds. situated in Khasra no- 57, lal dora abadi of Village Samalka as the order of mutation was obtained by playing fraud upon the Plaintiff and further mutation may please be*



*sanctioned in favour of all the legal heirs of Late Sh. Khazan Singh as per the pedigree table given in para no.7 of the Plaint.*

*2. Pass a decree of declaration to declare the sale deed Bearing no- 7839 in Add. Book no-1, Vol. no- 1549 on page 107 to 111 dated 15/09/2004 executed by Defendant no-1 in favor of wife defendant no-6 in respect to property to for 1/16 share in kh. No- 58 (1-18) and 78/11 (2-0) situated in the extended abadi of Village, Samalka as null and void and order said sale deed be delivered up and cancelled and send a copy of the decree to the sub-registrar office-IX, Kapashera, New Delhi to note on the copy of said sale deed as contained in his books the fact of its cancellation.*

*3. Pass a decree of declaration to declare the Gift deed dated 10/11/2006 bearing Reg. No-14,112 in add. Book no-I, Vol. no- 3234 on page no- 65 to 74 executed by defendant no-6 in favor of his husband defendant no-1 regarding 1/16 share i.e. 244 sq. yards in property in Kh. No- 58 (1-18) and 78/11 (2-0) situated in extended lal dora abadi of village Samalka, Delhi as null and void and order said Gift deed be delivered up and cancelled and send a copy of the decree to the sub-registrar office-IX, Kapashera, New Delhi to note on the copy of said sale deed as contained in his books the fact of its cancellation.*

*4. Pass a decree of declaration to declare sale deed bearing no- 2063 in Add. Book no-1, Vol. No-2633 on Page No- 99 to 104 dated 14/02/2006 was executed by Defendant no-1 in favour of his son Defendant no-7 for 1/16 share in Kh. No- 58 (1-18) and 78/11 (2-0) situated in extended lal dora abadi of Village Samalka, Delhi as null and void and order said sale deed be delivered up and cancelled and send a copy of the decree to the sub-registrar office-IX, Kapashera,*



*New Delhi to note on the copy of said sale deed as contained in his books the fact of its cancellation.*

*5. Pass a preliminary decree of partition in favor of plaintiff and against the defendants thereby determining the respective share of the parties to the suit property in respect of built up ancestral house property measuring 460 sq. yds. bearing in khasra no- 58 (1-18) and 78/11 (2-0) situated in the extended abadi of Village, Samalka, New Delhi and property measuring 88 sq. yds. fall in Khasra no- 57 situated in old lal dora abadi of Village Samalka, New Delhi as shown site plan among the plaintiff and defendants with separate possession as per their respective rights in the suit properties.*

*6. Pass a final decree of partition thereby actually and physically partition the suit properties among the plaintiff and defendants by law of metes and bounds and to handover the shares of suit properties according to their respective shares separately.*

*7. Pass a decree of mandatory injunction thereby directing the Tehsildar Vasant Vihar to cancel the mutation entry dated 22/02/1991 sanctioned in favour of defendant no-1 in records of rights and make correct entries of mutation as per law of succession.*

*8. Pass decree of permanent injunction in favour of Plaintiff and against the defendants thereby restraining the defendants, their family members, associates, servants, agents, assigns and other claiming through them (i) from selling, assigning, alienating, mortgaging, transferring, letting out otherwise part with possession of the suit properties i.e. built up ancestral house property measuring 460 sq. yds. bearing in khasra no- 58 (1-18) and 78/11 (2-0) situated in the extended abadi of Village, Samalka,*



*New Delhi and property measuring 88 sq. yds. fall in Khasra no- 57 situated in old lal dora abadi of Village Samalka, New Delhi as shown site plan to any third party in any manner whatsoever to create third party interest therein and (ii) from wrongfully restraining, obstructing, stopping in any manner, method and means whatsoever from exercising her rights of visiting, enjoying and exercising her legal rights in respect of the suit properties i.e. built up ancestral house property measuring 460 sq. yds. bearing in khasra no- 58 (1-18) and 78/11 (2-0) situated in the extended abadi of Village, Samalka, New Delhi and property measuring 88 sq. yds. fall in Khasra no- 57 situated in old lal dora abadi of Village Samalka, New Delhi as shown site plan A and B.*

*9. Award cost of the suit in favour of the Plain ti ff and against the defendants.”*

2. It is stated that the Parties were referred to Delhi High Court Mediation and Conciliation Centre and a Settlement Agreement dated 02.12.2024 has been entered into between the Parties. The Settlement Agreement dated 02.12.2024 reads as under

**“SETTLEMENT AGREEMENT**

*This Settlement Agreement is entered into on 02.12.2024.*

***BETWEEN:***

*Smt. Kamal Sharma Daughter of Late Khazan Singh wife of Sh. Arun Sharma Resident of Dharampura, Najafgarh, Paprawat, South-West Delhi -110043, hereinafter referred to as the “First Party”.*

**AND**



*Sh. Vinod Kumar Son of Late Khazan Singh Resident of 531, Mother Dairy Wali Gali, Samalka, New Delhi-110097 hereinafter referred to as the “Second Party”.*

**AND**

*Smt. Aadesh Daughter of Late Khazan Singh Wife of Sh. Harish Kaushik, Resident of 1621 B-1, Near Old Telephone Exchange, Najafgarh, Delhi-110043 hereinafter referred to as the “Third Party”.*

**AND**

*Smt. Sudesh Bala Daughter of Late Khazan Singh Wife of Late Subhash Kaushik @ Chanakya Rishi Resident of 1621 B-1, Near Old Telephone Exchange, Najafgarh, Delhi-110043 hereinafter referred to as the “Fourth Party”.*

**AND**

*Smt. Suresh Bala Daughter of Late Khazan Singh Wife of Sh. Chaman @ Chyavan Rishi Kaushik Resident of 1621 B-1, Near Old Telephone Exchange, Najafgarh, Delhi-110043 hereinafter referred to as the “Fifth Party”.*

**AND**

*Smt. Meenakshi Daughter of Late Khazan Singh Wife of Sh. Rakesh Kumar Resident of 24/20, Gali No-4, Nai Basti, Bahadurgarh, Haryana-124507 hereinafter referred to as the “Sixth Party”.*

**AND**

*Smt. Leelawati Wife of Sh. Vinod Kumar Resident of 531, Mother Dairy Wali Gali, Samalka, New Delhi-110097 hereinafter referred to as the “Seventh Party”.*



AND

*Sh. Nitin Vats Son of Sh. Vinod Vats Resident of Nambardar Wali Gali, Samalka, New Delhi-110097 hereinafter referred to as the "Eighth Party".*

*The expressions First Party to Eighth party shall include their respective successors, permitted assignees, legal heirs etc.*

*WHEREAS the First Party, Second Party and Third to Sixth Party are brothers and sisters being the children of Sh. Khazan Singh and Smt. Chameli Devi while the Seventh and Eighth Party are wife and son respectively of the Second Party.*

*AND WHEREAS after the death of his father namely Late Rati Ram, Sh. Khazan Singh had inherited a share in the following ancestral properties viz;*

*(i) Built up residential property measuring 88 Sq. Yds. (28'-5" x 27'-11") situated in Khasra no. 57 forming part of the old Lal Dora Abadi of Village Samalka, New Delhi-110097, herein after referred to as 'Property-A', which is bounded as under:*

*North- House of Jairam & Leeladhar*

*South-Gali*

*East- House of Sh. Ramavtar*

*West- House of Rajesh*

*Site plan of the above-described Property-A is annexed herewith as Annexure-A.*

*(i) Built-up residential property measuring 460 sq. yds approx. situated in Khasra No. 58 (1-18), 78/11 (2-0), forming part of the extended old Lal Dora Abadi area of Village Samalka, New Delhi-97, hereinafter*



*referred to as 'Property- B' which is bounded as under:*

*North- Gali  
South-House of Ashok  
East- House of Sh. Ramkishan  
West- House of Ashok Kumar*

*Site Plan of the above-described Property-B is annexed herewith as Annexure-B.*

*AND WHEREAS the said Sh. Khazan Singh died intestate on 02.09.1990 and his wife said Smt. Chameli Devi died intestate on 29.04.2021.*

*AND WHEREAS the First, Second, Third, Fourth, Fifth and Sixth Party herein being the only legal heirsof their parents namely, Sh. Khazan Singh and Smt. Chameli Devi, had inherited the said Property-A and Property-B in equal share.*

*AND WHEREAS however, on 22.02.1991, the Second party,by declaring that he is the only heir of Late Sh. Khazan Singh, had obtained the mutation in respect of the Property-B vide Missal No. 771/90-91, in his exclusive name.*

*AND WHERAS pursuant thereto, the Second Party had executed Sale Deed dated 15.09.2004 vide Registration No. 7839 Book No 1 Volume No. 1549 Pages 107 to 111 in favour of the Seventh party in respect of an area measuring 244 sq. yds forming part of the Property-B. The Second party also executed the Sale Deed dated 14.02.2006 vide Registration No. 2063 Book No 1 Volume No. 2633 Page 99 to 104 in favour of the Eighth party in respect of an area measuring 244 sq. yds forming part of Property-B. Thereafter the Seventh party had executed a Gift Deed dated 10.11.2006 vide*



*Registration No. 14112 Book No 1 Volume No. 3234 Pages 65 to 74 in respect of an area of 244 sq. yds forming part of the Property B in favour of the Second party.*

*AND WHEREAS the First Party had filed a Suit being C.S (OS) No. 378/2024 seeking the reliefs of Declaration, Cancellation, Partition, Mandatory and Permanent Injunctions against the Second to the Eighth Party, which is pending adjudication before Hon'ble High Court of Delhi.*

*AND WHEREAS the said suit bearing C.S (OS) No. 378 of 2024 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide order dated 10.05.2024 passed by Hon'ble. Justice Pratibha M. Singh.*

*AND WHEREAS the parties agreed that Mr. Amiet Andlay, Advocate would act as Mediator in their matter of Mediation proceedings.*

*AND WHEREAS comprehensive mediation sessions were held with the parties and their counsel on various dates and were attended by the parties and their counsels. The parties, with the assistance of the Mediator and their respective counsel have voluntarily arrived at an amicable solution resolving the abovementioned disputes and differences on the following terms and conditions:*

*1. That it is agreed between the parties that the following documents viz;*

*(a) The Registered Sale Deed dated 15.09.2004 vide Registration No. 7839 Book No 1 Volume No. 1549 Pages 107 to 111 executed by the Second Party in favour of the Seventh party in respect of an area of 244*



*sq. yds forming part of the Property B; and*

*(b) The Registered Gift Deed dated 10.11.2006 Registration No. 14112 Book No 1 Volume No. 3234 Pages 65 to 74 executed by the Seventh Party in respect of an area of 244 sq. yds forming part of the Property B in favour of the Second; and*

*(c) The Registered Sale Deed dated 14.02.2006 vide Registration No. 2063 Book No 1 Volume No. 2633 Page 99 to 104 executed by the Second party in favour of the Eighth Party in respect in respect of an area of 244 sq. yds forming part of the Property B; and*

*(d) The Mutation Order dated 22.02.1991 passed by Tehsildar Mehrauli in favour of the Second Party vide Missal No. 771/90-91 in respect of the Property B,*

*shall be treated as null and void and cancelled for all intents and purposes and the parties will request the Hon'ble Court to pass a decree declaring the above said sale deeds, gift deed and mutation as cancelled.*

*2. That it is agreed that the First party/ Plaintiff shall exclusively be the owner of the Property-A i.e., the Built-up residential property measuring 88 Sq. Yds. (28'-5" x 27'-11") situated in Khasra no. 57 forming part of the old Lal Dora Abadi of Village Samalka, New Delhi-110097.*

*2.1 That it is agreed that within 60 days of the passing of the Decree by the Court, the Second, Third, Fourth, Fifth and Sixth Party, shall execute and register Relinquishment Deed (s) thereby relinquishing all their respective rights, title and interests in the said Property-A in favour of the First Party.*

*3. That it is agreed that the Third, Fourth and Fifth*



*party, who are married into the same family, shall be the joint owners of the Property-B i.e., the Built-Up Residential Property measuring 460 sq. yds out of Khasra no-58 (1-18), 78/11 (2-0), situated in Extended Abadi Area of Village Samalka, New Delhi-110097.*

*3.1 That it is agreed that within 60 days of the passing of the Decree by the Court, the First, Second and Sixth Party shall execute and register Relinquishment Deed (s) thereby relinquishing all their respective rights, title and interests in the said Property-B in favour of the Third, Fourth and Fifth Party.*

*4. That the Second Party is the owner of the self-acquired property i.e., the Residential Property measuring 142.50 Sq. Yds (60' x 21.4'') forming part of Khasra no.(s) 58 (1-18), 78/11 (2-0), 78/13/2 (0-7), 78/16 (1-9) situated in the Extended Lal Dora Abadi area of Village Samalka, New Delhi-110097, hereinafter referred to as 'Property- C' which is bounded as under:-*

*North- Property of Shravan Kumar*

*'South- Property of Naveen*

*East - Gali*

*West- House of Naveen*

*4.1 That in order to ensure an equitable division of the properties amongst all the children of Late Sh. Khazan Singh, the Second Party has agreed to divide the aforesaid self-acquired Residential Property measuring 142.50 Sq. Yds (60' x 21.4'') forming part of Khasra no.(s) 58 (1-18), 78/11 (2-0), 78/13/2 (0-7), 78/16 (1-9) situated in the Extended Lal Dora Abadi area of Village Samalka, New Delhi-110097, and to bestow the ownership rights of a portion thereof unto the Sixth party in the following manner*



*(a) Out of the total area of 142.50 sq. yds, the area measuring 80 Sq. Yds., in the front side having width of 18'-4" and length of 39'-3" more particularly demarcated and depicted in colour 'BLUE' in the site plan shall exclusively belongs to Sixth Party.*

*(b) Out of the total area of 142.50 sq. yds, the area measuring 49.5 Sq. Yds., in the rear side having width of 21'-4" and length of 20'-9" more particularly demarcated and depicted in colour 'RED' in the site plan shall exclusively belongs to Second party. The Second Party shall also be exclusively entitled to the passage area having width of 3' and length of 39'-3" which shall form an integral part of the area of the property belonging to the Second Party.*

*Site plan of the above-described property is annexed herewith as Annexure-C,*

*4.2 That it is agreed that within 60 days of the passing of the Decree by the Court, the Second party shall execute and register Gift Deed in respect of an area of 80 Sq. Yds. out of the total area of 142.50 Sq. Yds. of the Residential Property measuring 142.50 Sq. Yds (60' x 21.4") forming part of Khasra no.(s) 58 (1-18), 78/11 (2-0), 78/13/2 (0-7), 78/16 (1-9) situated in the Extended Lal Dora Abadi area of Village Samalka, New Delhi-110097, as demarcated and depicted in colour 'BLUE' in the Site Plan in favour of the Sixth Party, the cost of stamp duty and registration charges shall be borne by the Sixth Party accordingly. The possession of the portion demarcated and depicted in color BLUE in the site plan shall be handed over by the Second Party to the Sixth Party simultaneously with the execution and registration of the Gift Deed. Thereafter, within 30 days of the execution and registration of the Gift Deed, the Sixth Party shall be entitled to demarcate her share by constructing*



*boundary wall and the Second Party shall cooperate in the same.*

*5. It is agreed that within 15 (Fifteen) days of the execution of the present Settlement Agreement, the parties shall move a joint application under Order XXIII Rule 3 of the Code of Civil Procedure, 1908, in the suit CS (OS) No. 378 of 2024, praying for acceptance of this settlement and passing of a Consent Decree in terms of this Agreement and making the present Settlement Agreement as a part of the Consent Decree.*

*6. That it is agreed and undertaken by the Second party that all the previous liabilities regarding the electricity charges, water charges, charge, lien, House Tax etc. in respect of the Property-A, Property-B and Property-C, upto the date of the passing of the Decree by the Court, shall be borne by him.*

*7. The parties shall be entitled to apply for their own electricity and water connections alongwith any other permissions that may be required including for raising construction on the property falling to their respective shares.*

*8. That it is agreed that in the event the party of the First, Third, Fourth, Fifth- or Sixth-part desire to sell or otherwise dispose of the whole or any part of the properties that have fallen to the share by virtue of the present settlement agreement, they shall notify the Second Party in writing whether the Second Party wishes to purchase the same and the price and, on the terms, set forth in the notice. If the Second Party elects to purchase the same, the notifying party shall be bound to sell, convey, transfer the same promptly thereafter on such price and on such terms. If the Second Party elects not to purchase the same or fails to*



*give notice of his intention within 30-day period, the notifying party shall be free to sell, convey, transfer the property to any third party they may deem fit and proper.*

*9. This Agreement shall remain binding on the legal heirs, successors, assigns, and personal representatives of each party.*

*10. That the parties to the present settlement agreement shall be bound with the terms and conditions of this Settlement Agreement and shall not challenge or resile from or dispute the terms and conditions of the Settlement Agreement before any authority or court of law. The parties undertake and agree to strictly and timely abide by the terms and conditions of the present Settlement Agreement.*

*11. The contents of the present Settlement Agreement have been fully explained to the Parties in vernacular, and they are the signatories to this Settlement Agreement and the said signatories have fully examined and considered the said terms and conditions and state that they have executed this Agreement, voluntarily, with their own free will and accord without any force, pressure, coercion, or undue influence.*

*12. All the parties unequivocally agree to abide by and honour the present Agreement and shall not dispute the same hereinafter in future. The Parties further agree that the statements made by them herein in this Settlement Agreement shall be taken as their respective undertakings to the Hon'ble Court.*

*13. The parties also acknowledge that willful and deliberate failure to abide by the terms of this Agreement would entitle the non-defaulting party to approach the Hon'ble High Court of Delhi to seek,*



*inter alia, the execution of the terms of the Decree/ Agreement. The non-defaulting party shall also be entitled to institute contempt proceedings against the defaulting party, in accordance with the Contempt of Courts Act, 1971.*

*14. The First Party shall make the request to the Hon'ble High Court of Delhi for refund of the entire court fee paid by her, in terms of Section 16 of the Court Fee Act, 1870.*

*15. By signing this Settlement Agreement, the parties hereto affirm that as on date, they are not left with any further claims or demands on account of interest, damage, compensation etc. in any manner whatsoever, against each other and all their pending disputes and differences have been amicably settled in full and final by the Parties hereto through the process of mediation.”*

3. A joint application under Order XXIII Rule 3 CPC has also been filed by the Plaintiff and Defendant Nos.1 to 7 for disposing of the present suit in terms of the Settlement Agreement dated 02.12.2024 entered into between them.

4. Plaintiff and Defendant Nos.1 to 7 are present in Court. They have given an undertaking to this Court that they have entered into the Settlement Agreement dated 02.12.2024 out of their own will, without any undue influence or coercion. They state that the present suit be disposed of in terms of the Settlement Agreement dated 02.12.2024 entered into between the Parties.

5. In view of the above, the present suit is disposed of in terms of the Settlement Agreement dated 02.12.2024. The Parties shall abide by the



terms of the Settlement Agreement dated 02.12.2024.

6. Decree Sheet be drawn up accordingly.

**SUBRAMONIUM PRASAD, J**

**DECEMBER 16, 2024**

*S. Zakir*