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

+ **CS(OS) 455/2023 and I.A. 8542/2024**

AMIT GOYAL

..... Plaintiff

Through: Mr. Dharmender Bhan Advocate
(M: 9971796299).

versus

SANJAY GOYAL & ORS.

..... Defendants

Through: Mr. Nitesh Mehra, Ms. Hitaakshi Mehra, Mr. Anant Garg, Ms. Sanjam Chaba and Ms. Dhvani Katyal Advs. (M: 9953652710).

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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16.04.2024

1. This hearing has been done through hybrid mode.
2. The present suit has been filed by the Plaintiff- Amit Goyal seeking declaration, cancellation, partition and other reliefs in respect of property bearing No. '*A-79/5, Wazirpur Industrial Area, Delhi-110052*'. Vide order dated 3rd August, 2023, summons in the suit was issued. Further, the interim injunction application bearing no. *I.A. 14280/2023* was dismissed as not pressed. Thereafter, the joint written statement on behalf of all four Defendants was filed on 27th September, 2023.
3. Today, a joint application bearing no. *I.A. 8542/2024* on behalf of all parties has been filed by the parties, seeking decree of the present suit in terms of settlement deed dated 10th April, 2024.
4. As per the joint settlement application, various proceedings are stated to be pending between the parties, as listed in the joint settlement



application. Fortunately, the parties have entered into a settlement deed dated 10th April, 2024 by which they have settled all their disputes.

5. Terms and conditions agreed, as set out in the settlement deed are captured in para 4 of the joint settlement application, which is reproduced below:-

“(a) It is specifically agreed between the parties that Sh. Sanjay Goyal & Ms. Rosy Goyal are the exclusive joint lawful owners of the property in question i.e. entire Property No. A-79/5, Wazirpur Industrial Area, New Delhi 110052 consisting of basement, Ground Floor, First Floor, Second Floor, Third Floor with roof rights upto the sky constructed on a plot measuring 400 Square Yards and Sh. Amit Goyal & his legal heirs, assignees, attorneys etc has completely surrendered all of his claims, shares & rights, if any, in connection with the property in question.

(b) It has been specifically agreed that after execution of the present Settlement Deed, Sh. Amit Goyal & his legal heirs, assignees, attorneys etc will not dispute / challenge the mutation order dated 13/02/2023 as well as conveyance deed dated 06/04/2023 in any manner whatsoever at any point of time.

(c) That it has been agreed that the party of Second Part will sign and execute the Declaration Deed as per terms of this settlement and present himself before the concerned Sub Registrar, for its registration etc.

(d) That after execution of the present Settlement Deed, all injunction orders, if any, will be non - operative, inconsequential & not enforceable. A request will be made to the concerned Court for vacation of such injunction order.

(e) It has been specifically agreed that after execution of the present Settlement Deed Sh. Amit Goyal & his legal heirs, assignees, attorneys etc will not claim any kind of right, share or title in connection with the property in question and Sh. Sanjay Goyal & Ms. Rosy



Goyal shall be having exclusive rightsto enjoy & sell the property in question and except Sh. Sanjay Goyal & Ms. Rosy Goyal, no one shall be having any kind of right / share in sale consideration.

(f) It has been specifically & categorically agreed by the parties that after execution of the present family settlement, the parties shall move a joint appropriate application in Civil Suit (OS) No. 455 / 2023 titled as “Amit Goyal Vs. Sanjay Goyal & Ors”, pending in the Hon’ble High Court of Delhi with the prayer that the suit be decreed in terms of this Settlement Deed.

(g) That it has been categorically & specifically agreed by the parties that after execution of present Settlement Deed, the Party of the Second Part / Sh. Amit Goyal shall unconditionally withdraw the another Civil Suit i.e. Civil Suit No.805 of 2023 titled as “Amit Goyal Vs. Sanjay Goyal & Ors” pending before the Court of Sh. Sunil Chaudhary, ADJ, Rohini, Delhi which is fixed for hearing on 29/05/2024 AND Complaint Case No. 14577 / 2023 titled as “Amit Goyal Vs. Sanjay Goyal” pending in the Hon’ble Court of Ms. Rajni Ranga Ld. MM. Rohini Courts for 06/05/2024

(h) That it has been categorically & specifically agreed by the parties that after execution of present Settlement Deed, the Party of the Second Part / Sh. Amit Goyal shall withdraw in writing, his complaints lodged with the Sub — Registrar, Rohini, Delhi and Delhi ‘Development Authority in connection with property in question and give acknowledgement of such withdrawal to Sanjay Goyal and Rosy Goyal.

(i) That it has been categorically & specifically agreed by the parties that after execution of present Settlement Deed, the Party of the First Part i.e. Sh. Sanjay Goyal & Ms. Rosy Goyal shall withdraw in writing, their complaint / F.I.R, if any, lodged by them with Economic Offences Wing, New Delhi or with any other authority or Court in connection with any document/s pertaining to property in question or in connection



with property in question and give acknowledgment of such withdrawal to Sh. Amit Goyal.

(j) That it has been categorically & specifically agreed between the parties that if any F.I.R is registered or will be registered on the basis of any complaint/s already

lodged by the parties respectively in connection with any document pertaining to property in question or in connection with property in question, the parties shall get the same compounded or quashed before the Courts including Hon'ble High Court of Delhi & Hon'ble Supreme Court of India.

(k) That it has been clarified & agreed by the parties that in case, the police or other authority/s including Sub Registrar, SDM, DDA and Revenue Authority refuse to allow the parties to withdraw their respective complaints filed prior to the date of execution of present deed, by the parties against each other in connection with property in question or in connection with any document/s pertaining to property in question, the parties shall not pursue / prosecute their respective complaints and shall not make / give any statement against each other before Courts & any authority/s including police, Sub Registrar, SDM, DDA, Revenue Authority & Delhi Development Authority.

(l) That it has been further specifically agreed by the parties that after execution of present Settlement Deed, the parties, in future, shall not initiate any kind of civil &

criminal or other litigation against each other and shall not file any kind of complaint with police or any authority against each other in connection with property in question or on the basis of / qua any document/s pertaining to property in question filed / relied by the parties in above — mentioned Court Cases & complaints.

(m) That it has been further specifically &



categorically agreed by the parties that after execution of present Settlement Deed, the parties, in future, shall not question

before any forum any document/s pertaining to property in question, which have been already filed before Courts / authorities in above - mentioned litigations and in complaints made by the parties, in any kind of litigation/s viz. police complaint/s, Court Complaint/s & Court Cases against each other.

(n) That on the execution of this Settlement Deed, all the disputes / previous issues / controversies between the parties stand fully and finally settled / finalized and concluded in all respect and for all intents and purposes. Parties to this Settlement Deed also agree that none of them shall agitate / litigate / complain or challenge the

contents of this Deed before any court / Tribunal / forum / authority etc. The terms of this settlement deed are binding on the parties. The contents of this deed shall not constitute admission of any fact or liability on the part of the parties qua previous pleadings & statements etc. made by parties in previous proceedings i.e. police complaint/ s; courts' criminal complaint/s and at other places & forums etc. or in any of the above cases / complaints as mentioned herein - above.

(o) That on the execution of this Settlement Deed, no dispute/s or issue/s previous or otherwise of any kind survive/s between the parties and can-not be agitated / litigated / complained before any court / Tribunal / forum / authority etc. by any of the parties to this Settlement Deed.

(p) The parties hereby undertake & are bound to return all original papers of all types including hand written and / or signed by either of parties relating to issues & disputes between the parties, to the concerned party/s and if some such documents were jointly executed then these will be destroyed in the presence of



concerned party /s and even otherwise, all such papers have immediately become nonexistent / void for all purposes, on the execution of this Settlement Deed.

(q) That on implementation of this Settlement Deed in the manner mentioned herein above all the disputes and claims of the parties to this Settlement Deed shall stand

settled fully and finally forever and on the implementation of this Deed, Sh. Amit Goyal & his legal heirs, assignees, attorneys etc. shall not be left with any claim in respect of the property in question and only Sh. Sanjay Goyal & Ms. Rosy Goyal shall be having exclusive rights to enjoy & sell the property being the exclusive joint lawful owners of the property in question i.e. Entire Property No. A-79/5, Wazirpur Industrial Area, New Delhi 110052.

(r) That the parties to this Settlement Deed further agree and undertake to be bound by the terms, conditions and undertakings referred to in this deed. Parties have entered into this settlement with their conscious mind and are aware of consequences of breach of the terms, conditions and undertakings referred to herein.

(s) That the present Settlement Deed has been entered into between the parties out of their own free will and consent and without any pressure, fraud, force and /or coercion from any quarter.

(t) This Settlement Deed is executed in triplicate (i.e. Three Originals of this deed are being executed) and One Original Copy will remain with the Party of the First Part; the Other One Original Copy will remain with Party of the Second Part; and One Original copy will be filed before Hon'ble Delhi High Court in Civil Suit (OS) No. 455 / 2023 titled as "Amit Goyal Vs. Sanjay Goyal & Ors", pending in the Hon'ble High Court of Delhi."

6. Today, Mr. Amit Goyal - the Plaintiff and Mr. Rishab Goyal - the son



of Defendant No. 1 are present in Court. Ld. Counsel for the Defendants submits that he represents all the Defendants. The settlement deed dated 10th April, 2024, placed on record, has been perused by the Court. The settlement deed dated 10th April, 2024 has been signed by all the parties in the suit. In terms of the said settlement deed, parties have agreed to withdraw all the complaints filed against each other, and also agreed that a decree be passed in the present suit. The settlement is lawful and there is no impediment in recording the same.

7. Accordingly, the present suit is decreed in terms of paragraphs 4(a) to 4(t) of the settlement deed dated 10th April, 2024, as extracted above. All parties and any one acting on their behalf, shall be bound by the terms and conditions of the settlement deed dated 10th April, 2024.

8. Ld. Counsel for the parties submit that the complaints have already been withdrawn, and only ***Civil Suit No. 805/2023*** titled '***Amit Goyal v. Sanjay Goyal & Ors.***' stated to be pending before the Id. ADJ Rohini, Delhi is to be decreed in terms of the settlement deed dated 10th April, 2024.

9. Let the decree sheet be drawn in terms of paragraphs 4(a) to 4(t) of the settlement deed dated 10th April, 2024. The suit is decreed in the above terms. All the applications are also disposed of, if any.

10. All the dates before the Id. Joint Registrar and before Court shall also stand cancelled.

PRATHIBA M. SINGH, J

APRIL 16, 2024

mr/dn