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

+ **CS(OS) 361/2019 & I.A. 9679/2019**

VIJAY SINGH

.....Plaintiff

Through: Mr. H L Tiku, Senior Advocate with
Mr.Hitesh Wadhwa, Adv.

versus

VARUN SINGH

.....Defendant

Through: Ms. Susha Unni, Advocate for D-1
Mr.Vikas Kumar, Mr. Arun Kumar,
Mr. Kedar Seludkar, Advs. for D2-9

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

29.11.2024

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1. The instant suit is one for partition and permanent injunction of the Plot No.38 admeasuring 1930 sq. yds. approx. situated at Friends Colony, New Delhi.
2. A Preliminary Decree was passed on 22.05.2023 declaring the share of the Plaintiff in respect of the suit property bearing No.38, Friends Colony (East), New Delhi at 1410 sq. yds. and share of Defendant No.1 was fixed at 500 sq. yds. The said order was corrected *vide* order dated 29.07.2024 wherein the share of the Plaintiff was corrected to 1430 sq. yds.
3. The parties were sent to mediation for the purposes of dividing the property by metes and bounds and the parties have entered into a settlement agreement dated 14.11.2024. The settlement agreement is reproduced as under:-



“SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on 14.11.2024.

BETWEEN

SHRI VIJAY SINGH (PAN No. AAMPS1777Q, Aadhar No. 8087 0763 5075) S/o late Dr. Jagdev Singh R/o Highbanks, Walston Road, Wenvoc, Cardiff, CF5 6AW, United Kingdom hereinafter referred to as "FIRST PARTY", presently at New Delhi, (which expression where the context so permit shall include his legal heirs, administrators, executors and assigns of THE ONE PART)

AND

SHRI VARUN SINGH (PAN No. DEYPS6813G, Aadhar No. 473823856052) S/o First Party R/o Highbanks, Walston Road, Wenvoe, Cardiff, CF5 6AW, United Kingdom and presently at New Delhi hereinafter referred to as "SECOND PARTY", presently at New Delhi (which expression where the context so permit shall include his legal heirs, administrators, executors and assigns of THE OTHER PART)

WHEREAS Nathuram Friends Colony Co-operative Society Limited, sold, transferred and conveyed All That Land measuring 1930 Sq. Yds., bearing No. 38, Friends Colony (East), New Delhi, [hereinafter referred to as the 'suit property'], in favour of Dr. Jagdev Singh (father of the First Party and grandfather of the Second Party), vide Sale Deed dated 27.01.1959, duly registered as Document No. 375, in Addl. Book No. I, Volume No. 453, on pages 74 to 76 on 28.01.1959, in the office of the Sub-Registrar, New



Delhi, read with Supplementary Deed dated 26.05.1959, duly registered as Document No. 2646, in Addl. Book No. 1, Volume No. 482, on pages 39 to 40, on 16.06.1959, in the office of the Sub-Registrar, New Delhi.

AND WHEREAS certain disputes and differences arose between Dr. Jagdev Singh (father of the first party and grandfather of the second party) and his wife, namely Smt. Indira Kumari (mother of the first party and grandmother of the second party) in respect of their shares in Suit property, which resulted in filing of the Suit No. 191/1963 (on 30.06.1963) before the Hon'ble Court of Sub-Judge, First Class, Delhi. In the said suit, the Learned Judge then seized of the matter appointed Sh. Ram Rakha Mal, Advocate as a Sole Arbitrator to decide the matter in dispute. Sh. Ram Rakha Mal Advocate, vide Award dated 13.05.1963, declared Dr. Jagdev Singh to be the owner of 3/5th undivided share and Smt. Indira Kumari to be the owner of 2/5th undivided share in the suit property. The said Award was filed in Suit No. 191/1963 in the Court of Sh. Dev Raj Khanna, Sub-Judge, First Class, Delhi when the said Award was made the Rule of the Court and Decree in terms thereof was passed on 15.07.1963.

AND WHEREAS Dr. Jagdev Singh died on 9.10.1982 leaving behind his last registered Will/Codicil dated 10.7.1982, duly registered as Document No. 1705, in Addl. Book No. III, Volume No. 218, on pages 151 to 154, on 13.07.1982, in the office of the Sub-Registrar, New Delhi by virtue of which, Dr. Jagdev Singh, inter alia, bequeathed his entire three fifth share in the suit property to the First Party herein exclusively and forever. Upon the demise of Dr. Jagdev Singh, the First Party and his mother Smt. Indira Kumari became the co-owners of the suit property to the extent of three fifth share and two fifth share respectively, in the



undivided suit property. In this context it is clarified that three fifth share undivided share of Dr. Jagdev Singh was all through openly and continuously and to the knowledge of public at large and without any claim or interference whatsoever from any other person, was held and enjoyed by the First Party. The suit property was so assessed in the joint names of (1) First Party and (2) Mrs. Indira Kumari, in the records of Municipal Corporation of Delhi.

AND WHEREAS Smt. Indira Kumari, died on 12.4.2015 leaving behind her last holographic Will dated 10.10.2008, duly registered as Document No. 6033, in Addl. Book No. III, Volume No. 1667, on pages 172 to 179, on 13.10.2008, in the office of the Sub-Registrar-V, New Delhi. By virtue of the said will, the mother of the First Party bequeathed her two fifth share in the suit property to the First Party and Second Party herein in the following manner:

- (a) 500 sq.yds. to the Second Party herein; and*
- (b) 264 sq.yds., to the First Party herein.*

It is clarified here that by mistake Smt. Indira Kumari mentioned her two fifth share to be 764 sq. yds. instead of 772 sq. yds. The total plot area is 1930 sq. yds out of which three fifth undivided share of Dr. Jagdev Singh, and after his demise, of First Party is 1158 sq yds and two fifth undivided share of Smt. Indira Kumari was 772 sq yds.

AND WHEREAS the suit property was duly mutated in the joint names of the said First Party and Second Party, in the records of S.D.M.C. vide their Letter No. TAX/CNZ/A&C/2016/1011, dated 29.08.2017.

AND WHEREAS thereafter some disputes and differences arose between First Party and Second



Party, resulting in filing of a Suit for Partition bearing CS (OS) No. 361 of 2019, by First Party against Second Party, before the Hon'ble High Court of Delhi at New Delhi.

AND WHEREAS in the said suit proceedings, Mr. Ajit Singh, brother and the legal heirs of the deceased sister of First Party, (namely Smt. Asha Kumari who died on 27.2.2013) being:

- i) Husband - Shri Digvijaya Singh*
- ii) Son - Shri Jaivardhan Singh*
- iii) Daughter- Mrs. Mrinalini*
- iv) Daughter - Mrs. Mandakini*
- v) Daughter - Mrs. Mradima.*
- vi) Daughter - Mrs. Karnika, (died on 29.4.2016 leaving behind her Husband, Shri Siddharth Sinh Jhala and minor son, Prabhavoday Sinh Jhala)*

were impleaded and filed their respective affidavits stating that they do not have and do not claim any right, title or any interest in respect of the abovesaid property and admitting the last codicil (Will) dated 10.07.1982 of Dr. Jagdev Singh and last Will dated 10.10.2008 of Smt. Indira Kumari. The said parties even as last as in October 2024 reconfirmed that they have no right, title and interest in the Suit property.

AND WHEREAS the Hon'ble Court in the suit proceedings vide its order dated 22.05.2023 passed a Preliminary Decree of partition. On account of mistake in the Will of mother of the First Party, the said mistake was also carried in the plaint, in that in the plaint the area of the suit property was mentioned as 1910 sq. yds. instead of 1930 sq. yds and it is for this reason the Preliminary decree for partition was passed declaring the share of First Party in the suit property to be 1410 sq. yards and the share of Second Party to be



500 sq. yds. instead of 1430 sq. yds and 500 sq. yds respectively. On an application filed by the First Party, the Hon'ble Court vide its order dated July 29, 2004 was pleased to permit the amendment of the plaint to correct the mistake in the area of the suit property in the Plaint and amended plaint with the suit property admeasuring as 1930 sq. yds and share of the First Party in the suit property is 1430 sq. yards and the share of Second Party is 500 sq. yds. is taken on record. Accordingly, the Preliminary Decree in CS (OS) No. 361 of 2019 is also corrected to be read that the area of the suit property is admeasuring 1930 sq. yds and share of the First Party in the suit property is 1430 sq. yards and the share of Second Party is 500 sq. yds.

AND WHEREAS the matter was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide Order dated 22.05.2023 passed by Hon'ble Mr. Justice Sachin Datta. Accordingly, the Parties agreed that Ms. Neha Jain, Advocate, would act as their Mediator in the matter of Mediation proceedings. Mediation sessions were held through VC on 06.10.2023, 10.11.2023, 30.11.2023, 29.1.2024, 07.02.2023, 22.03.2024, 07.05.2023, 03.06.2024, 19.07.2024, 09.08.2024, 13.08.2024 and 14.11.2024 with the First and Second Party, along with their respective counsel.

AND WHEREAS, First and Second Party have agreed, to attain finality and buy peace, to end all kinds of litigation whatsoever arising out of, in connection with or in any manner touching upon the claims of the respective parties in respect of the suit property.

1. The First and Second Party admit and acknowledge that, the suit property bearing No. 38,, Friends Colony (East), New Delhi, which is admeasuring 1930 sq yds.,



First Party is the Owner of 1430 sq. yds and the Second Party is the owner of 500 sq. yds.

2. Consequent to passing of preliminary decree as rectified vide order dated July 29, 2024, the First Party and Second Party are in agreement that immediate steps will be taken to conclude the sale of the suit property preferably within one year from the date of signing of the present settlement agreement and proceeds shall be divided in accordance to share of the parties as mentioned in para 1.

3. It is agreed by all the parties that all disputes inter se between the parties, in respect of suit property, have amicably been settled and resolved in terms of this Settlement Agreement and there are no claim(s) of any kind whatsoever outstanding against each other, other than rights and obligations under the present Settlement Agreement.

4. It is agreed that the present Settlement Agreement shall be filed in Civil Suit being CS (OS) No. 361 of 2019 titled Dr. Vijay Singh versus Mr. Varun Singh and others pending adjudication before this Hon'ble Court and the suit be disposed off in the terms of present settlement.

5. That both the parties shall assist each other in selling the property within stipulated time and execute all necessary documents or help/assist each other in registering the property in the name of the buyer.

6. The Parties hereby declare that the present Agreement is signed and executed by them of their free will without there being any pressure or influence of any kind whatsoever.



7. That it has been agreed between the parties that no party will file any other claim against each other after all the terms of the Settlement are duly complied however in case of any non-compliance the parties shall be at liberty to approach the court for execution of the terms of settlement.

8. The parties agree that they shall abide by the aforesaid terms and conditions of this Settlement Agreement and any of the parties shall not challenge this agreement before any court of law.

9. That it is mutually agreed between the parties that both parties shall ensure the specific performance of each and every covenant qua the present Settlement Agreement and it is at the same time understood between the parties that each and every covenant of the present Settlement Agreement is independent and dependent to each other simultaneously in the same breath.”

4. In view of the settlement agreement entered into between the parties, the suit is disposed of along with pending application(s), if any.

5. Let decree sheet be drawn in terms of the settlement agreement. Needless to state that the parties would be bound by the settlement agreement.

SUBRAMONIUM PRASAD, J

NOVEMBER 29, 2024

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