



\$~20

* IN THE HIGH COURT OF DELHI AT NEW DELHI
+ CS(OS) 545/2022 & I.A. 14648/2022

SMT. MEGHNA MALIK Plaintiff

Through: Ms. Aakriti Garg Adv. (M:
8077154576)

versus

SH AMIT AILAWADI Defendant

Through: Mr. Siddharth Sibal, Adv.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **27.05.2024**

1. This hearing has been done through hybrid mode.
2. The present suit has been filed by Smt. Kamlesh, daughter of Late Sh. Ved Parkash Ailawadi against her brother Shri Amit Ailawadi seeking declaration, partition, possession etc. The properties, in respect of which, the partition was sought is set out in schedule A to the plaint, which includes both movable and immovable assets.
3. The Plaintiff is present in Court today. During the pendency of the suit, the parties have resolved their disputes by way of a Settlement Agreement dated 10th April, 2024. The same has been entered into under the aegis of the Delhi High Court Mediation and Conciliation Centre. The parties have agreed on various terms, which read as under:

“1. That it has been agreed between the Parties that, as per the Wills left by their deceased parents, the parties are separate owner(s) of the properties as detailed in the TABLE-A and TABLE-B herein above.

2. That, in full and final settlement of all and every kind



of claim/demand of the Second Party, the First Party has agreed to pay a sum of Rs.2,00,000/- (Rupees Two Lakhs Only) alongwith the tax {inclusive of house tax/property tax of property bearing no. C-86, Mahendru Enclave, Delhi) for the amount of Rs. 15,600 which is now cleared till date i.e., March 2022 to the Second Party and Second Party will also provide the copy of the receipts of the said taxes to the First Party at the signing of the present Settlement Agreement. The Second Party shall be entitled receive the said sum of Rs.2,15,600/- (Rupees Two Lakhs Fifteen thousand six hundred Only) from the balance available in the Bank Accounts mentioned in the Table -A & Table - B, hereinabove within 4 weeks from passing of the order of the Hon'ble High Court of Delhi.

3. That the First Party has agreed that the Car bearing registration No. DL8CAV3772, in the name of their deceased mother, shall be given to Second Party who shall be full and absolute owner thereof. The Second Party shall be entitled to get the said car transferred in his name and, in case need so arise, the First Party shall render all possible assistance in getting the said Car transferred in the name of Second Party. It is further agreed that all the liabilities attached to the said Car shall be solely borne by the Second Party and First Party agree to provide NOC for transfer and all the liabilities and expenses of the said car will be borne by the Second Party.

4. That the deceased parents of the parties were jointly holding Locker No. D-5 which is attached with Saving Bank Account No. 0617000101081661 maintained with Punjab National Bank, Rana Pratap Bagh, Delhi. It is agreed by the parties that they shall jointly approach the bank within four weeks from the order passed by the Hon'ble High Court of Delhi and operate the said locker to bring out the contents kept therein and for completing



the formalities for closure of the said Account and Locker. The proceedings, at the time of operation of locker, shall be carried out in the presence of the both the parties who shall be entitled to the assistance one person each for the purpose of taking photographs/video recording and inventory making. A comprehensive inventory of the contents of the locker alongwith photograph of each item shall be prepared. The parties shall be entitled to equally share the contents of the said locker as per the value of the contents.

5. That the Shares held by the deceased father of the parties in DEMAT Account No. IN303028-81743057 with ICICI Bank, Model Town - III, Delhi - 110009, as per the Will dated 23.03.2022, shall be shared equally by the three grandchildren i.e. two daughters of the First Party and one son of the Second Party. In this manner, each child will get 1/3rd share.

6. That both the parties have agreed that there are separate water tanks for the usage of water for each floor. Apart from that, there is a single submersible water pump installed in the basement of the first party for first floor and the ground floor water usage. However, the switch for operating said submersible is available on the first floor only. The parties have agreed that one switch of the said submersible shall be made available in the portion falling to the share of First Party. Provided, that it does not disturb the aesthetics of first floor and will be done peacefully. All the electricity charges towards the operating the said submersible be borne by the respective parties as per their respective consumption.

7. That the electricity connection bearing K. No.60006967511 caters is installed at the ground floor. However, the registered address of the said connection



is shown as first floor and vice-versa. There are other connections bearing no. 60006967313, 60019702277, 060008619789, 060024977443 caters are for the usage of second party which would be transferred to Second Party. However, the registered consumer of the said connections is deceased mother of the parties i.e., Late Smt. Nimmi @ Nirmal. It is agreed that the parties shall jointly approach the concerned electricity supply company with a request to transfer the existing connections in their respective names as per the area having fallen to their respective shares.

8. That, at present, piped Gas connection bearing No. 4000190051 which is at the ground floor of the property is in the name of deceased mother of the parties. The Second Party undertakes that he will cooperate in transfer of said piped gas connection in the name of First Party.

9. That the Parties agreed and undertake to cooperate in getting existing water connections transferred in their respective names and/or applying new connections for their respective portions.

10. That the Second Party has placed 'Invertor and Batteries" at the Ground Floor. It is agreed that the Second Party shall remove the said invertor and batteries from the ground floor of the property within 4 weeks from the date of sign in of this Settlement Agreement.

11. That the Parties undertake that they shall not cause any nuisance or interference in use and occupation of the portions falling in the share of the other Party.

12. That the First Party shall provide unrestricted access to the common area for maintenance of severe/water/electricity connections.



13. There exist a small gate in between the front gate and rear gate leading to the basement of the Second Party. The First Party shall provide keys and access of the middle gate in case the Second Party requires the access to the said portion of the common area for the purpose of any repair/maintenance.

14. That both the Parties have agreed and undertake that both the parties are free to use their aforesaid portion of their properties as per their wish and both of them have the selling/mutation rights of the respective portion of properties. In case, First Party sell her portion of the suit property i.e., C-86, Mahendru Enclave, Delhi, in that case, she will provide/ hand-over the original title documents to the Second Party before entering into any agreement with any third party. In any case, the colored photocopy of the Title Documents of the suit property shall be handed over by the First Party to Second Party at the time of execution of the present settlement. In case, the Second Party wants to sell his share, the Second Party will allow inspection of original title documents to the Second Party as well as the prospective buyer.

15. That the Second Party shall provide the Photocopy of the Sale Deed of the Properties situated at Madhu Vihar, to the First Party. The First Party will provide the original title documents of the Property bearing No. ES- 446, Sanjay Gandhi Transport Nagar, Delhi, both at the time of signing the present settlement Agreement.

16. That the Second Party agrees and undertakes to withdraw all the complaints/ applications made by him before the respective banks and police authorities or anywhere else against the First Party and provide the copy of the withdrawal thereof to the First Party within one week from the order passed by this Hon'ble High



Court. Therefore, no parties will proceed with any cases in future and if anyone raise any issue, then the advance copy will be provided to the other one.

17. That the parties to the Settlement Agreement agreed and undertakes not to make any complaint against each other, in future, in respect to the above-mentioned properties, without any valid reason.

18. That it has been agreed between the parties that, after entering into this Settlement Agreement, there shall be left with no claim, right, title or interest of any nature whatsoever against each other and against their movable and immovable properties.

19. That the First Party shall pray to the Hon'ble Court to make the terms of this Settlement Agreement as a decree of Hon'ble Court as both immovable and movable properties are involved in the present suit. To this suggestion the Second Party has no objection. Court fee, if any, shall be paid as per law.

20. That the parties hereby expressly declare that they have obtained independent legal advice and they are executing this Settlement Agreement out of their own free will without any force, pressure, coercion or undue influence from any corner or quarter whatsoever except the Said Property.

21. That the Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.”

4. The Settlement Agreement has been signed by both the parties and the Id. Counsels as also the Id. Mediator. The Agreement would show that on each of the assets, the parties have agreed specifically as to the manner, in



which the dispute has been settled. The terms of the Settlement Agreement are lawful and there is no impediment in recording the same. The suit shall stand decreed in terms of paragraphs 1 to 21 of the Settlement Agreement dated 10th April, 2024. Both the parties, their families as also anyone else acting for and on their behalf shall be bound by the terms of the settlement.

5. Decree sheet be drawn accordingly. All pending applications if any, are also disposed of.

PRATHIBA M. SINGH, J.

MAY 27, 2024/dk/ks