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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 616/2023**
POONAM MEHRAPlaintiff
Through: Mr. Nitin K. Gupta, Advocate.

versus

VIPIN KHANNA & ORS.Defendants
Through: Mr. Harsh Sethi, Mr. Anant Nigam
and Mr. Raghav Luthra, Advocates
for D-1 (i), (ii), D-2, D-5, D-6, D-10
to D-15

CORAM:
HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER
26.11.2024

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I.A. 44457/2024

1. This is an application seeking impleadment of nine (9) additional parties to the present suit; details of these additional family members enlisted in paragraph no. 3 at serial number (i) to (ix).
2. It is stated that during the pendency of these proceedings, family members of Mr. Raghbir Chand Khanna have entered into a settlement agreement dated 13.05.2024 ('the Agreement') and to ensure that all family members are bound by the said agreement, impleadment of these additional nine parties is proper and necessary.
3. Mr. Harsh Sethi, learned counsel for defendant nos. 1 to 6 as per original memo of parties states that they have no objection to the present application for impleadment being allowed.
4. Accordingly, I.A. 44457/2024 is allowed and the said additional nine (9) parties are hereby impleaded as defendant nos. 7 to 15.
5. Mr. Harsh Sethi, Advocate states that he will represent the newly

CS(OS) 616/2023

Page 1 of 4



instructed defendant nos. 7 to 15 and he has instructions to appear on their behalf. He states that he undertakes to file *vakalatnama* qua the newly impleaded defendants within two (2) weeks.

6. At this stage, learned counsel for the plaintiff states that he also has instructions to make an oral prayer for deletion of defendant no. 1(i) and (ii), defendant no. 2 and defendant no. 6. He states that he has instructions to unconditionally withdraw the suit qua the said defendants. He states that the said defendants are not parties to the settlement agreement and a decree in the suit is being prayed for against the remaining defendants.

7. Mr. Harsh Sethi, Advocate represents defendant no. 1(i) and (ii), defendant no. 2 and defendant no. 6. He states that he has no objection to the prayer for unconditional withdraw.

8. Accordingly, the suit stands dismissed as withdrawn without any liberty reserved qua defendant no. 1(i) and (ii), defendant no. 2 and defendant no. 6.

9. The plaintiff is directed to file a fresh amended memo of parties wherein defendant no. 1(i) and (ii), defendant no. 2 as well as defendant no. 6 will be retained at their original numbering with specific remarks of their deletion in the memo.

I.A. 46198/2024

10. This is joint application filed by the plaintiff and defendant nos. 3, 4, 5, 7 to 15.

11. The learned counsels for the plaintiff and defendant nos. 3, 4, 5, 7 to 15 state that affidavit of each of the aforesaid parties have been annexed with the application. They state that the parties have entered into a Settlement Agreement dated 13.05.2024 before the Delhi High Court



Mediation and Conciliation Centre and have amicably resolved their disputes. The settlement has been summarized at Clause 26 of the Settlement Agreement, which reads as under:

“(26) In view of the above settlement, it is reiterated, at the cost of repetition, the below properties: -

S. No.	Particulars	Ownership/Possession/Status of the property w.e.f date of Settlement Deed
1.	Undivided 1/4 th share of property bearing no.1089-10192, Mangal Bhawan, Ajmal Khan road, in Khasra No. 1444/1247, admeasuring 501 Sq. yards (Southern Portion) situated in Block S, Nai Wala, Karol Bagh, New Delhi-110005	Fourth Party will be owner of 79.8% share in 1/4 th share of the undivided property, in his individual capacity. Second Party will be owner of 20.2% share in the 1/4 th share of the undivided property, in her individual capacity.
2.	M/S Fancy Jewellers, Shop no.100, Dariba Kalan, New Delhi 110006, along with the business under the name and Style of Fancy Jewellers	Fourth Party in his individual capacity
3.	Property bearing No. P-33, 1 st Floor, area measuring 200 sq. yards situated at South Extension Part-II, New Delhi	Fourth Party in his individual capacity is solely entitled to the consideration amount arisen from sale deed executed on 07.07.2021 of the property.
4.	Property bearing No. L-27, 1 st Floor, area measuring 500 sq. yards situated at South Extension Part-II, New Delhi	Fourth Party and Mrs. Shalini Khanna W/o Fourth Party in their respective individual capacities.
5.	All the Bank balances in Bank of Baroda (erstwhile Dena Bank), Branch Arya Samaj Road, Karol Bagh, New Delhi, Bank of Baroda (erstwhile Dena Bank) Branch, Darya Ganj, New Delhi and any FDR held in the account of Fifth Party	Fourth Party in his individual capacity.
6.	1/4 th undivided share of Two Shop at 1 st Floor, in which on includes a shop ad measuring to 168.61 Sq. ft. having tenant	25% each with First Party, Second Party, Third Party and Fourth Party in their respective individual capacities.



	namely Mr. Ramesh Chand Gupta & another shop ad measuring 8ftx4ft approximately having tenant namely Om Prakash in building no.1131-33, corner Kucha Natwa, Chandni Chowk.	
7.	All other moveable Assets and liabilities of Raghbir Chand HUF (Fifth Party)	Fourth Party in his individual capacity subject to the declaration made in paragraph 20.”

12. It is stated that all terms and conditions are essential and parties are bound by the same. It is prayed that the suit be decreed in accordance with Settlement Agreement dated 13.05.2024.

13. This Court has perused the terms of the Settlement and the Agreement arrived between the parties and is satisfied the same is lawful. This Court does not find any impediment in decreeing the suit in terms of the said settlement agreement. The statements and undertakings given by the parties in the settlement agreement are accepted by this Court and parties are held bound by the same.

14. Accordingly, I.A. 46198/2024 is allowed and the present suit is decreed between the plaintiff, defendant nos. 3, 4, 5, 7 to 15 in terms of the aforesaid Settlement Agreement dated 13.05.2024, which is marked as exhibit C-1. The Registry of this Court is directed to draw up a decree sheet and the Settlement Agreement dated 13.05.2024 shall form part of the decree.

15. All applications stand disposed of.

16. Interim order stands vacated.

17. All future date(s) stands cancelled.

MANMEET PRITAM SINGH ARORA, J

NOVEMBER 26, 2024/ssc/MG