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

+ CS(OS) 698/2022, I.A. 18548/2022, I.A. 18549/2022, I.A. 18550/2022, I.A. 12706/2023, I.A. 13940/2023
SHILPA KHANNA Plaintiff

Through: Ms. Juli Arora, Adv.

versus

GUNJAN GOGIA Defendant

Through: Mr. Jalaj Agarwal, Mr. Atul Agrawal,
Advs.

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

% **ORDER**
20.03.2024

The present suit has been filed seeking declaration, partition, separate possession, and permanent injunction.

Both the parties have submitted that the parties have entered into settlement vide MoU dated 06.03.2024 on the following terms and conditions:

“a. That for the purpose of dividing the deceased's all, any immovable and any movable properties among the parties, it is agreed by the parties that all/any immovable properties will be sold and the proceeds from the sale of immovable and any immovable properties will be divided equally 50-50 among the parties. That the parties further agreed to cooperate in the sale of all immovable properties within 9 months from the date of vacation of the stay to be granted by the Hon'ble High Court of Delhi.

b. That it is agreed between the parties that the Party of First Part will relinquish her share from the property bearing no. B-40, 1st Floor, C.C. Colony, Delhi-110007 in



lieu of the consideration at the tune of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lacks Only) to be paid by the party of the Second Part. That the said relinquish deed and mutation of the said property or any other document will be executed only after the payment made to the party of the First part by the party of the Second Part. It is also agreed between the parties that the party of the First Part can adjust the said amount of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lacks Only) from the sale proceeds of either of the immovable property mentioned above in the para 4 of the present MOU. That the party of the Second Part undertakes that in case of any failure with respect to the payment of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lacks Only) within 9 months in favour of the party of the first part, the party of the second part will be liable to vacate the said property bearing no. B-40, 1st Floor, C.C. Colony, Delhi-110007 with immediate effect.

c. The Party of Second Part undertakes to handover the draft bearing no. 420872 payable at Delhi of Rs. 5,00,000/- (Five Lacs Only) in favour of the party of the First Part at the time of the signing of the present MOU in the Hon'ble Court.

d. The Party of Second Part undertakes to handover of 2 jewellery articles namely:

i. one pure gold set gifted to party of the first Part by her aunt (Bua)

ii. one pure gold set of the late mother of the parties.

Which are currently in the possession of the Party of Second Part, within one month from the signing of the present MOU.

e. That it is also agreed between the parties that the original documents pertaining to the ownership of the movable and immovable asset of the deceased father of the parties which are currently in the custody of the party of the second



part will be kept in a new joint bank locker in the name of both the parties within one month from the signing of the present MOU.

f. That the parties agrees that the prospective buyer will be mutually selected by the parties taking into consideration their interests.

g. It is agreed between the parties hereto that they do not have any grievance left against each other, therefore, in view of the same, they have further undertaken that they shall not level any allegations against each other or each other's parents/relatives or cause to act in a manner so as to harm the reputation and image of the other, in the family or the society at large.

h. That in case of violation of any of the above-mentioned clauses, the other party may approach the Court of Law and seek appropriate remedy against erring party. In case of any such event, the erring shall also be liable to compensate the other party in lieu of contempt of court and will be liable to monetarily compensate the other party.

i. That after the fulfilment of all above-mentioned conditions, the Party of First Part shall withdraw the suit for declaration, partition and injunction filed in the Hon'ble High Court of Delhi, which is pending for adjudication, against the Party of Second Part.

j. That the present MOU is signed by free wish and will and consent of both the parties.

k. That MOU shall be subject to exclusive jurisdiction of the Courts at New Delhi.”

The parties are duly been identified by the learned counsels. Both the parties undertake to abide by the terms and conditions of the settlement executed between the parties.

The parties are duly bound by the settlement executed between them.



In terms of the settlement decree sheet be drawn accordingly.

In view of the submission made, the present suit is disposed of as compromised.

Court fee be refunded as per the court rules.

For the purpose of clarity, it is directed that if there is any stay granted by this court, the same stands vacated.

DINESH KUMAR SHARMA, J

MARCH 20, 2024/AR..