



\$~35

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

+ **CS(OS) 672/2023**

MR. CHANDER SHEKHAR ANAND

.....Plaintiff

Through: Ms. Sonam Anand and Mr. Yakesh
Anand, Advs. along with Plaintiff in
person (Through VC)

versus

MRS. NEETA ANAND & ORS.

.....Defendants

Through: Mr. S. Ramamani, Adv. along with
D-1, 2 and 3 (Through VC)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **23.08.2024**

I.A. 37304/2024 (under Order XXIII Rule 3 read with Section 151 of CPC, 1908)

1. This is a joint application under Order XXIII Rule 3 read with Section 151 of Code of Civil Procedure, 1908 ('CPC') filed by the parties herein, thereby seeking a compromise decree on the basis of the Settlement Agreement dated 26.07.2024 ('Settlement Agreement').
2. The application is supported by the affidavits of the plaintiff and defendant no. 1.
3. The plaintiff, defendant nos. 1, 2 and 3 have joined the proceedings through video conferencing.
4. Defendant nos. 2 and 3, though have not filed their affidavits in support of the captioned application, have interacted with this Court and given a statement that they have executed the Settlement Agreement dated 26.07.2024 and are satisfied with the terms and conditions recorded therein.



5. The parties have stated that the Settlement Agreement executed on 26.07.2024 is a written memorandum of mutual family settlement and understanding, which was arrived between the parties in the year 1997. The parties state that they undertake to remain bound by the terms thereof.

6. The terms and conditions of the Settlement Agreement dated 26.07.2024 are set out at Clauses 1 to 21 of the said agreement and the shares, which have devolved in favour of the plaintiff, defendant nos. 1 and 2 are set out more specifically in Clause 8, which read as under:

“8. Henceforth, the subject property shall be owned by the First party, Second party and the Third party in the following manner:

<i>Mrs. Neeta Anand, and Mr. Saurabh Anand (Second Party & Third Party)</i>	<i>Exclusive ownership rights of complete Ground Floor with undivided, indivisible, and impartible proportionate ownership rights in the land beneath the subject property measuring 250 Sq. yards bearing property No. E-282, Greater Kailash, Part-I, New Delhi-110048.</i>
<i>Mr. Chander Shekhar Anand (First Party)</i>	<i>Exclusive ownership rights of complete First Floor with Mezzanine Floor with undivided, indivisible, and impartible proportionate ownership rights in the land beneath the subject property measuring 250 Sq. yards bearing property No. E-282, Greater Kailash, Part-I, New Delhi-110048.</i>
<i>Mrs. Sneha Suri (Fourth Party)</i>	<i>No share, right, title and interest in the property No. E-282, Greater Kailash, Part-I, New Delhi-110048. She undertakes to never claim any share in the subject property having given up her share (along</i>



	<i>with all her rights, title, and interest) out of natural love and affection, in favour of the parties of the Second, Third and <u>Fourth</u> Part without any monetary consideration.”</i>
--	--

(Emphasis supplied)

7. The defendant no. 3, Mrs. Sneh Suri has relinquished all her rights, title and interest in favour of the plaintiff and defendant nos. 1 and 2, respectively. Mrs. Sneh Suri, who has joined these proceedings through video conferencing, states and confirms that she has done so out of love and affection towards her brother Mr. Chander Sekhar Anand and Class-I legal heirs of her pre-deceased brother late Sh. Suresh Chander Anand i.e., defendant nos. 1 and 2 herein. She has joined the video conferencing proceedings with the assistance of her grandson.

8. Learned counsel for the parties states that the expression ‘fourth’ in Clause 8 at third row, second column is a typographical error and should be read as ‘first’. This Court is satisfied that this is typographical error and it is directed that the expression ‘fourth’ in Clause 8 at third row, second column shall be read as ‘first’.

9. This Court upon perusing the terms of the Settlement Agreement dated 26.07.2024 and interacting with the parties to the suit, is satisfied that the Settlement Agreement has been executed by all the parties through free will and without any coercion. The terms of the Settlement Agreement appear to this Court lawful and therefore, the said agreement is accepted. The parties are bound down by the obligations undertaken in the Settlement Agreement. The captioned application is hereby allowed and the suit is decreed in terms of the Settlement Agreement dated 26.07.2024. The



Registry is directed to draw up a decree. The terms and conditions of the Settlement Agreement shall form part of the decree.

10. All pending applications are disposed of.
11. All future dates are hereby cancelled.

MANMEET PRITAM SINGH ARORA, J

AUGUST 23, 2024/hp/MG

Click here to check corrigendum, if any