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

+ **CS(OS) 682/2023 & I.A. 21183/2023**

NEERAJ GURNANI

..... Plaintiff

Through: Mr. Ritesh Sareen, Adv.

versus

RAVI GURNANI & ORS.

..... Defendants

Through: Mr. Mohit Kumar Auluck, Advocate
for D-4 and 5 with Defendants in
person (M: 9999903936).

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **15.05.2024**

1. This hearing has been done through hybrid mode.
2. This is a suit for partition filed by the Plaintiff- Neeraj Gurnani. Parties have resolved their disputes vide settlement agreement dated 9th May, 2024. Properties in question are –
 - Property bearing No. E 379, Ramesh Nagar, New Delhi and
 - Second and Third floor of property bearing No. E- 380 Ramesh Nagar New Delhi .
3. In terms of the settlement agreement, it has been agreed that the Plaintiff and Defendant Nos. 1 to 5 each shall have one sixth share in the said properties. The Plaintiff and Defendant Nos. 1 and 3 have agreed to waive their rights under the Will dated 24th August, 2005 in respect of property bearing no. E- 380 Ramesh Nagar New Delhi .



4. The settlement terms and conditions are contained in paragraphs 1 to 17 of the settlement agreement. Plaintiff and Defendant Nos. 1 to 5 are present in Court. They have confirmed having settled their disputes and having signed the agreement. The agreement is also signed by the parties as also the Id. Counsel for the Plaintiff and the Defendants and the Id. Mediator.
5. The Court is convinced that the terms of the settlement agreement are lawful. There is no impediment in recording the same.
6. The suit is accordingly decreed in terms of the settlement agreement. The settlement agreement shall form part of the decree.
7. Accordingly, the suit is disposed of as settled, along with all pending applications, if any.

PRATHIBA M. SINGH, J.

MAY 15, 2024

mr/ks