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

+ O.M.P. (COMM) 485/2019 & I.A. 16164/2019 I.A. 18014/2019

I.A. 11989/2020 I.A. 12101/2020 I.A. 1738/2022 I.A. 4666/2023 I.A.
23381/2023

MRS. AMARJIT MALIK

.....Petitioner

Through: Ms. Kawaljit Kochar, Sr. Adv. with
Mr. Deepanshu Jasra, Mr. Deepanshu
and Mr. Utkarsh Vats, Advs.

versus

MS. SIMRIN ANAND

.....Respondent

Through: Mr. Dhruv Gautam and Mr. Tushar
Tyagi, Advs. for R-1
Mr. Mayank Goel and Mr. Diganta
Das, Advs. for R-2

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

25.11.2024

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1. The Petitioner, Respondent Nos. 1 and 2 are present in Court. It is stated by the parties that parties have executed a settlement agreement dated 21.11.2024 ['the Agreement'] before Samadhan-Delhi High Court Mediation and Conciliation Centre.
2. Learned counsel for the parties' state that the operative portion of the Agreement reads as under: -

“16. With reference to clause no. 7, 8, 9 and 10 of the Conciliated Agreement dated 12.04.2018, it has been agreed upon by the parties that in addition to the division of the Second Floor and Third Floor as above, after the lifetime of Mrs. Amarjit Malik,



both the sisters Ms. Simrin Anand and Ms. Gagandeep Malik shall be absolute joint owners of the following flats/floors detailed:

- i. Ground Floor with Garage to Ms. Simrin Anand (Second Party) but the ownership of the same will vest in the First party during her lifetime.
- ii. First Floor with one servant quarter (first floor servant quarter) to Ms. Gagandeep Malik (Third Party).
- iii. The Second and Third Party shall have 50% each ownership rights of the terrace above the Third Floor. However, both parties will not carry out any illegal construction on the terrace.
- iv. The second and third Party shall permit access to any authorised person to the overhead water tanks as and when required for the purpose of cleaning or repairing during working hours.
- v. Second and third Party will have equal usage rights of the terrace and any construction thereupon in equal proportion. Either party shall not sell their share of the terrace, without the written consent of the other. The second party agrees to cover the open to sky area on the Third floor opening on the terrace.”

3. The parties are present in Court and confirm the execution of the Agreement.

4. Learned counsel for the Petitioner states that at Clause 31 of this Agreement, the parties have agreed that the terms and conditions of this settlement agreement are final and it modifies the conciliated settlement agreement dated 12.04.2018. He states parties agreed that in case of inconsistency between the two agreements, the terms and conditions of this settlement dated 21.11.2024 shall prevail.

5. This Court has perused the terms of the said Agreement and is satisfied that the compromise contained in the said agreement is lawful and



therefore this Court does not find any impediment in disposing of this petition in terms of the said Agreement. The statements and undertakings given by the parties in the Agreement are accepted by this Court and parties are held bound by the same.

6. The Settlement Agreement dated 21.11.2024 is taken on record and marked as Ex-C-1.

7. With the aforesaid direction, the present petition stand disposed of.

8. Pending applications, if any, stands disposed of.

MANMEET PRITAM SINGH ARORA, J

NOVEMBER 25, 2024/hp/MG

Click here to check corrigendum, if any