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

+ **CS(OS) 822/2022, I.A. 21907/2022, I.A. 25012- 25013/2023**

SHRI VISHAL PANCHAL

..... Plaintiff

Through: Mr.V.K.Mishra, Advocate with
plaintiff in person.

versus

SMT. RAJBALA & ANR.

..... Defendants

Through: Ms.Naina Kejriwal, adv. with
defendants no.1 and 2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

13.03.2024

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The present suit was filed for partition and injunction with the following prayers:

- a) *Passing an order of partition by ascertaining and deciding the share of the parties thereto in the properties by passing a preliminary decree and demarcating the share of the Plaintiff in the properties bearing numbers 1) House No. 196, Street No. 7, Samaypur Badli, Delhi-110042, admeasuring 300 sq. yds.; 2) A-21-22, Khasra No. 939, Village Siraspur, Raja Vihar Colony, Delhi-110042, admeasuring 150 sq. yds.; 3) Plot No. 37, situated in Khasra No. 483, Raja Vihar, Delhi-110042, admeasuring 55 sq. yds.; and 4) House No. 43, Block-B, Near Railway Crossing, Teacher Colony, Village Samaypur, New Delhi, admeasuring 50 sq. yds., wherein a factory with the name and style of M/s Sheetal Engineering Works is being operated, by appointing a Local Commissioner and passing a final decree in the matter;*



- b) passing a decree for permanent injunction, thereby restraining the Defendants from selling or assigning, mortgaging or creating any third party right or interest in the suit properties bearing numbers 1) House No. 196, Street No.7, Samaypur Badli, Delhi-110042, admeasuring 300 sq. yrds.; 2) A-21-22, Khasra No. 939, Village Siraspur, Raja Vihar Colony, Delhi-110042, admeasuring 150 sq. yrds.; 3) Plot No. 37, situated in Khasra No. 483, Raja Vihar, Delhi-110042, admeasuring 55 sq. yrds.; 4) House No. 43, Block-B, Near Railway Crossing, Teacher Colony, Village Samaypur, New Delhi, admeasuring 50 sq. yrds., wherein a factory with the name and style of M/ s Sheetal Engineering Works is being operated;*
- c) passing a decree for mandatory injunction, thereby directing the Defendants to disclose the names of the tenants in occupation of all the properties and total rent received from them and further the Defendants may be directed to pay the 1/3rd amount of the rent to the Plaintiff received by the Defendants after the death of the father of the to the Plaintiff as well as of Defendant No.2 and the husband of the Defendant No.1;*
- d) granting cost of the suit in favour of the plaintiff.*

Learned counsels for both the parties submit that the matter has been amicably settled between the parties. A settlement agreement dated 05.02.2024 has been recorded at the Delhi High Court Mediation and Conciliation Centre, the parties have reached on a settlement on the following terms and conditions:

- a) That it is agreed between the parties that the house bearing H. No 196, Gali No 7, Samaypur, Delhi -110042 measuring approximately 310 square yards, shall exclusively belong to Mr. Vishal Panchal, the Plaintiff, and he shall become the absolute owner of the same and the Defendant No. 1, the mother of the Plaintiff and Defendant No. 2, has agreed to stay with the Plaintiff till she is alive and it will be the responsibility of the Plaintiff to lookafter his mother.*
- b) That it is further agreed between the parties that the three lathe (Kharad) machines which are installed in the above said factory shall be given to Mr. Vishal, the Plaintiff by Mr. Bharat Bhushan, the Defendant No 2. In case, the said machines will not delivered, then*



in lieu of the said machines, the actual market price shall be paid.

c) That the parties have agreed that Property No. B-43, Teachers Colony, Samaypur Badli, Delhi- 42 measuring about 60 square yards shall absolutely belong to Mr. Bharat Bhushan, the Defendant No. 2, shall be the absolute owner of the said property and no one else shall have any ownership/ title rights in the said property,

d) That it is further agreed between the parties that House No. A-37 Raja Vihar, Siraspur, Delhi- 42 measuring about 50 Square Yard shall absolutely belong to Bharat Bhushan, the Defendant No. 2 and no one else shall have any ownership right upon the same.

e) That it is further agreed between the parties that the Plaintiff shall withdraw the present suit being CS (OS) 822/2022 in respect of the properties described above and shall not file any case, claim or Criminal Complaint in respect of the aforesaid properties and. With regards to the ownership of the same in future against the Defendants, in terms of the present Settlement Agreement.

f) That it is further agreed between the parties that the proprietorship of the above said factory, namely, Sheetal Engineering works, shall be transferred by its proprietor Smt. Rajbala, Defendant No. 1 in favour of Bharat Bhushan, the Defendant No 2.

g) It is also agreed between the parties that Mr. Vishal, the Plaintiff and Smt. Rajbala, the Defendant No. 1 shall have no right in the property bearing No. B-43, Teachers Colony Samaypur Badli, Delhi-42 measuring about 60 square yards and Sheetal Engineering Works situated in the same premises.

h) It has been agreed by the parties that Mr. Bharat Bhushan, the Defendant No. 2, shall pay a sum of Rs 5000/- on 10th of every month by way of cash/ cheque to his mother i.e. the Defendant No. 1 as a maintenance till the total payment reaches to Rs. 2,00,000/- (Rupees Two Lakhs Only) till the period of 2 years from the date of Settlement.

i) The Hon'ble Court may pass appropriate orders in view of this Settlement Agreement including refund of court fee under section 16 of the Court Fees Act, 1870.

j) That the terms and conditions mentioned in the present Settlement Agreement has been read over and explained to the parties in their Vernacular (Hindi) by the Ld. Mediator and the parties agreed to the



same.

k) The parties herein have voluntarily executed the present agreement of their own free will and accord, and without any pressure, undue influence, duress or force of any nature from any quarter whatsoever.

1) By signing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other qua the present suit and all the disputes and differences have been amicably settled by the Parties hereto through the process of Mediation.

m) That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in this Settlement Agreement and not to dispute the same hereinafter in future.

The agreement has duly been signed by the plaintiff and the defendants. All the parties are present in person and submit that they have voluntarily settled the matter without any coercion and without any undue influence.

In view of the settlement arrived at between the parties, the suit along with the pending applications is disposed of.

The decree sheet be drawn in terms of the settlement agreement and the court fee be returned as per the rules.

DINESH KUMAR SHARMA, J

MARCH 13, 2024

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