



\$~38

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

+ **CS(OS) 80/2020**

RAJINDER KAUR & ORS.Plaintiff

Through: **Mr. Jaspreet Singh, Advocate.**

versus

S.CHARANJEET SINGH & ORS.Defendants

Through: **Mr. Prashant Batra, Advocate**

CORAM:

HON'BLE MS. JUSTICE SWARANA KANTA SHARMA

ORDER

13.12.2024

%

I.A. 48175/2024 (under Order XXIII Rule 1)

1. The present application under Order XXIII Rule 1, read with Section 151 of the Code of Civil Procedure, 1908 (hereafter 'CPC') has been filed jointly, on behalf of the parties, praying as follows:

“a. It is, therefore, most respectfully prayed that this Hon'ble court may be kind enough to disposed of the suit of the plaintiff in terms of the MOU Dt. 06.11.2023.”

2. *Vide* order dated 06.07.2023, the learned counsel appearing on behalf of the parties had requested for some time for out of court settlement, and the learned Joint Registrar (Judicial) had adjourned the matter for filing the report of settlement.

3. Today, it is submitted by the learned counsel appearing for the parties that, the matter has been amicably settled and the parties have entered into a Memorandum of Understanding (MoU) dated 06.11.2023. The terms of the



1. That it has been agreed between the parties that the second party will pay a sum of Rs. 50,00,000/- to the first party towards the full and final settlement against all/entire claims of the first party to this MOU.
2. That it has been agreed between the parties that the amount of Rs. 50,00,000/- will be given by the second party in the form of DD/ Banker cheque in the name of Sh. Sukhpreet Singh i.e. one of the parties to the first part and other parties to the first part have no objection if the said amount of Rs. 50,00,000/- is given to Sh. Sukhpreet Singh alone.

first part an amount of 3. That it has no 8/27, W. Shri Surin

Gamma Rays



Ridhima Kaur and Smt. Ruchika Kaur in equal shares i.e. party to the first part. The party to the first part who have Inherited the share of Late Shri Surinder Singh in the property bearing no. 8/27, West Patel Nagar, New Delhi-110008 have agreed to transfer their 1/3rd share in favour of the Shri Charanjit Singh within a period of 7 days from the date of signing of this MOU.

4. That it has been agreed between the parties that parties to the first part will execute a relinquishment deed or any other document in favour of the second party with regard to their joint 1/3rd share in the property bearing no. 8/27, West Patel Nagar, New Delhi-110008.
5. That after the execution of relinquishment deed or any other concerned document by the parties to the first part in favour of the second party, the first party namely, Smt. Rajinder Kaur, W/o: Late S. Surinder Singh, Shri Sukhpreet Singh, S/o: Late S. Surinder Singh, Smt. Ridhima Kaur and Smt. Ruchika Kaur both daughters of Late S. Surinder Singh will be left with no right, title or Interest of any kind whatsoever in the property bearing no. 8/27, West Patel Nagar, New Delhi-110008. After the execution of the registered relinquishment deed or any other concerned documents, the second party namely Shri Charanjit Singh will become sole and absolute owner of property bearing no. 8/27, West Patel Nagar, New Delhi-110008.
6. That Smt. Surjit Kaur, W/o: Late Shri Balwant Singh was the absolute owner of Shop bearing no. 1912-1913, opposite Sisganj Gurdwara, Near Fountain, Chandni Chowk, Delhi. Smt. Surjit Kaur during her lifetime executed a Will Dt. 25.07.2018 bearing registration number 4015 in Book no.3, Vol no.1473 on page 99 to 104 dated 25-07-2018, whereby





Shop bearing no. 1912-1913, opposite Sisganj Gurudwara, Near Fountain, Chandni Chowk, Delhi devolved upon the second party, namely, Shri Charanjit Singh. The Second party had already handed over the possession of the portion of the Shop bearing no. 1912-1913, opposite Sisganj Gurudwara, Near Fountain, Chandni Chowk, Delhi to Sh. Sukhpreet Singh, S/o Late Shri Surinder Singh, i.e., one of the parties to the first part to this MOU. It has been agreed that the second party will execute the gift deed in favour of Sh. Sukhpreet Singh only with respect to the part portion of Shop bearing no. 1912-1913, opposite Sisganj Gurudwara, Near Fountain, Chandni Chowk, Delhi, within a period of 7 days from the date of signing of this MOU.

7. ★ That it has been agreed between the parties that second party will execute a gift deed or any other document in favour of the Sh. Sukhpreet Singh i.e. One of the parties to the first part with respect to the part portion of Shop bearing no. 1912-1913, opposite Sisganj Gurudwara, Near Fountain, Chandni Chowk, Delhi, as shown in red colour in the site plan and remaining parties to the first part will not raise any claim, right, title or interest over the said portion or any other portion of the shop bearing no. 1912-1913, opposite Sisganj Gurudwara, Near Fountain, Chandni Chowk, Delhi in future.

8. That after the execution of gift deed or any other concerned document by the second party in favour of Sh. Sukhpreet Singh i.e. one of the parties to the first part, the second party will be left with no right, title or Interest of any kind whatsoever with respect to the said part portion of Shop bearing no. 1912-1913, opposite Sisganj Gurudwara, Near Fountain, Chandni Chowk, Delhi, as shown in red colour in the site plan.



After the execution of the registered gift deed or any other concerned documents, the one of the parties to the first part namely Sh. Sukhpreet Singh will become sole and absolute owner with respect to the said part portion of Shop bearing no. 1912-1913, opposite Sisganj Gurudwara, Near Fountain, Chandni Chowk, Delhi as shown in red colour in the site plan.

9. That there is one small portion measuring 8 ft x 8 ft [approx] in Shop bearing no. 1912-1913, opposite Sisganj Gurudwara, Near Fountain, Chandni Chowk, Delhi which is in possession/occupation of the second party. The second party is the absolute owner of the said small portion. It has been agreed between the parties that the second party will demarcate the portion above the said 8 ft by 8 ft portion by raising the walls at the terrace of the ground floor of the part portion admeasuring 8X8ft (approx.) in Shop bearing no. 1912-1913, opposite Sisganj Gurudwara, Near Fountain, Chandni Chowk, Delhi.

10. That Smt. Surjit Kaur, W/o: Late Shri Balwant Singh was also the owner of House no.C-2464, Sushant Lok, Kundli, Sonapat, Haryana measuring 335 square. yards. Smt. Surjit Kaur during her lifetime executed a Will dt. 25.07.2018 bearing registration number 4015 in Book no.3 Vol no.1473 on page 99 to 104 dated 25-07-2018, whereby the aforesaid plot has been devolved upon the second party. It has been agreed between the parties that the parties to the first part will not claim any share, right, title or interest in the property bearing no. House no.C-2464, Sushant Lok, Kundli, Sonapat, Haryana measuring 335 square. Yards.

11. That it has been further agreed that after signing of the present MOU the parties to the first part will not raise any claim or file any suit in any



court of law seeking their right, title or interest in the property bearing no. House no.C-2464, Sushant Lok, Kundli, Sonapat, Haryana measuring 335 square. Yards.

12. That Shri Balwant Singh was a tenant in respect of shop on the ground floor at the property no. 1895, Chandni Chowk, Delhi. Shri Balwant Singh died on 27/04/2017 and he executed a Will dated 23.04.2014, registered at SI. No.2231, in Book no.3, Volume no.1100 on pages 148 to 149 on 23.04.2014, by virtue of which he had bequeathed the tenancy rights in respect of shop on the ground floor of property no. 1895, Chandni Chowk, Delhi in favour of the second party, namely Sh. Charanjit Singh. Now it has been agreed between all the parties to this MOU that, shop at the Ground Floor "at the property no. 1895, Chandni Chowk, Delhi which was in the tenancy of Late Shri Balwant Singh will be retained only by Shri Charanjit Singh and the parties to the first part will have no right, title or interest or any kind of claim whatsoever in respect of tenancy rights of shop at the Ground Floor at the property bearing no. 1895, Chandni Chowk, Delhi.
13. That it has been agreed between the parties that the parties to the first part will neither contact or approach Sh. Dhiraj Chawla who is the owner of shop at the ground floor of property bearing no. 1895, Chandni Chowk, Delhi with regard to filing any affidavit, claim, undertaking nor will enter into any kind of settlement with the Sh. Dhiraj Chawla to defeat the claim of the second party in any suit or petition filed by Sh. Dhiraj Chawla against the second party.
14. That Shri Balwant Singh was having a bank account no. 510101004873997 earlier no. 710 with Union Bank of India (earlier the

^



Corporation Bank) of M/s Eveready House, 630, Near Balli Maran, Chandini Chowk, Delhi-110006 which was being operated by him as the Sole proprietor of M/s Eveready House. Shri Balwant Singh authorized Shri Charanjit Singh to operate the said account in the name of M/s Eveready House and after the death of Shri Balwant Singh, Shri Sukhpreet Singh and Smt. Rajinder Kaur wrote a letter to the bank for freezing of the said account. On their representation, bank made the said account un-operational and has not allowed, Shri Charanjit Singh to operate the said account. Now it is has been agreed between the parties that the parties to the first part will write a letter to the bank for the operational of the said account and will ensure that Shri Charanjit Singh gets right to operate the said account. In case, bank requires any document for reviving/operational of the said account and for allowing Shri Charanjit Singh to operate the said account, the parties to the first part will execute the said documents i.e., signing of succession petition, dissolution deed etc immediately without any delay to enable Shri Charanjit Singh to operate the said account and to withdraw the money lying in the bank account.

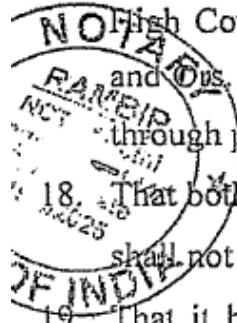
15. That it has been agreed that whatever amount is lying in the aforementioned bank account, the same will be of the second part and the parties to the first part will neither claim any right, title or interest over the said amount nor will file any suit or claim petition in any court of law with regard to the amount lying in the said bank account.
16. That it has been agreed between the parties that the firm M/s Eveready House will be retained by the second party and the second party will run the said firm as a sole proprietor. The parties to the first part undertake

^



to sign all the necessary documents including a dissolution deed, transfer deed or any other document in favour of the second party. The parties to the first part undertake not to claim any right, title or interest over the said firm after the signing of the present MOU. The parties to the parties to the first part further undertake to help the second party in transferring the account bearing no. 510101004873997 earlier no. 710 with Union Bank of India (earlier the Corporation Bank) in the name of the second party as a proprietor of M/s Eveready House.

17. That after the signing of the present MOU both the parties will move a joint application for the disposal of the suit pending before the Hon'ble High Court of Delhi bearing CS(OS) 80/2020 tilted as Rajinder Kaur and Ors. Vs Charanjit Singh and Ors in terms of the settlement arrived through present MOU.



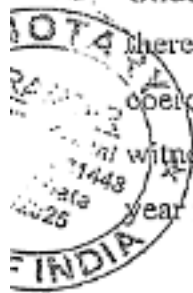
18. That both the parties to the present MOU further agreed that this MOU shall not be cancelled by any party unilaterally in any condition.
19. That it has been agreed between the parties that the original of this present MOU will be submitted before the Hon'ble High Court of Delhi along with joint application for disposal of the case and first party and second party will obtain the certified copy of the same.
20. That the settlement hereby made is free and mutual and it shall be irrevocable and binding on all the parties and the parties hereby declare that they have obtained independent legal advice and they are executing this deed with their own free will.
21. That this Memorandum of Understanding has been entered/signed and executed by all the PARTIES voluntarily, out of their own sweet will and



without any force, pressure, undue influence or coercion after reading and understanding the contents of this MOU.

22. That both the parties to the present MOU undertakes to remain bound with the terms of the MOU.

In witness whereof the parties hereto have signed this Memorandum of Understanding after fully understanding and admitting the contents thereof, in their sound mind, good health, without any force, fraud, coercion, pressure but of their own free will and in the presence of witnesses who have also signed before each other on the day, month and year mentioned herein above.



Ruchika Kaur
Subin Singh
Ruchika Kaur
Ruchika Kaur
FIRST PARTY

WITNESSES:

1. *A.S.*
AMANMOET SINGH
S/O CHARANJIT SINGH
8/27 WEST PATIL NAGAR
N-DELHI-8.

Charanjit Singh
Charanjit Singh
SECOND PARTY

2. *Jaspreet Singh*
Jaspreet Singh (Adv)
8/0 Gunwinder Pal Singh Ghara
12/46 C Tilak Nagar,
New Delhi - 110018

ATTESTED
[Signature]
Notary Public
Delhi (India)
06 NOV 2023

4. In view of the above, by way of present application, the learned counsel appearing on behalf of the parties pray that the present suit be



disposed of in the aforesaid terms.

5. The MOU as well as the present application has been signed by plaintiffs, defendant no.1 and their counsels.

6. The parties agree that they shall remain bound by the terms of the MOU.

7. It is settled law that, as per the provisions of Order XXIII Rule 1(1) of CPC, the plaintiff has an absolute right to withdraw from a suit filed before a Court of law. Further, the plaintiff herein has not sought any liberty for filing of the suit afresh, under Order XXIII Rule 1(3) of CPC. Thus, there is no impediment in allowing the present application.

8. Accordingly, the present application stands allowed.

CS(OS) 33/2024

9. In view of the order passed in I.A. 48175/2024, the present suit is disposed of as withdrawn. The date already fixed i.e. 25.02.2025 stands cancelled.

10. The order be uploaded on the website of this Court forthwith.

SWARANA KANTA SHARMA, J

DECEMBER 13, 2024/at

Click here to check corrigendum, if any