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

+ **CS(OS) 850/2024 & I.A. 49411/2024**

SHALINI SHARMA

.....Plaintiff

Through: Mr. Vijay Kasana, Mr. Sunil Chaudhary, Mr. Chirag Verma and Mr. Vishal Chaudhary, Advocates with plaintiff in person

versus

SONALI SHARMA AND ANR

.....Defendants

Through: Mr. Ankit Siwach, Ms. Sonali Sharma and Ms. Manju Sharma, Advocates for D-1 and D-2 with D-1 and D-2 in person

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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23.12.2024

I.A. 49411/2024 (under Order XXIII Rule 3 CPC on behalf of the parties for recording of the compromise arrived at between them and for disposal of the suit)

1. The plaintiff is present in person in Court and is identified by her counsel, Mr. Vijay Kasana, Advocate. Defendant nos. 1 and 2 are also present in Court and are identified by their counsel, Mr. Ankit Siwach, Advocate.

2. This Court has interacted with the parties and the parties confirm that they have duly executed the Settlement Agreement dated 11.12.2024 after deliberating on the terms and conditions and after taking legal advice from their respective counsels.



3. It is stated in the agreement that parties agree that the plaintiff and defendant no. 1 are the absolute owners of the suit property to the extent of undivided share of 50% each which has devolved upon them vide registered Will dated 28.09.2015 executed by their father late Sh. Suresh Kumar Sharma. It is stated that the plaintiff and defendant no. 1 have undertaken that they will pay a sum of Rs. 25,000/- per month each to their mother i.e. defendant no. 2. The parties have agreed that they will sell the suit property to a third-party either in whole or portion wise and distribute the sale proceeds equally.

4. Defendant no. 2 i.e. the mother resides in the suit property and she states that she has no objection if the property is sold by plaintiff and defendant no. 1. She states that she has a cordial relationship with both her daughters and will decide at the relevant time which of the daughters she wishes to reside with.

5. Defendant no. 1 confirms that the original title deeds of the suit property are in her custody and possession, which have been seen by the plaintiff; and it is agreed between the parties that the custody will be retained by the defendant no. 1 in trust for and on behalf of the plaintiff.

6. The parties confirm that they are in actual and physical possession of the suit property and are residing thereon.

7. During interaction of this Court with the parties, the plaintiff and defendant no. 1 further agree that in order to secure the interest of defendant no. 2 i.e., their mother that as and when the suit property is sold, they will first set aside an amount of Rs. 40 lakhs each in the form of a Fixed Deposit Receipt (FDR) with their respective banks, so that the interest accrued from the said FDR's is available to secure their respective undertaking of payment



Rs. 25,000/- per month to the defendant no.2 i.e. mother. The plaintiff and defendant no. 1 states that they understand that their obligation to pay monthly maintenance to their mother will be a first charge on their personal properties as well as the funds raised with the sale of the suit property.

8. This Court has perused the settlement agreement and with the additional undertaking recorded hereinabove, this Court is satisfied that the agreement is lawful.

9. The statements and undertakings of the parties and their respective counsels are taken on record and accepted by this Court. The parties and their respective counsels are bound down to the said Settlement Agreement dated 11.12.2024. The Settlement Agreement is marked as Ex.C-1. The application is allowed and the suit is decreed in terms thereof.

10. The application stands allowed.

11. Pending applications stand disposed of.

12. All future dates stand cancelled.

MANMEET PRITAM SINGH ARORA, J
DECEMBER 23, 2024/msh/AKT

Click here to check corrigendum, if any