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

+ **CS(OS) 946/2015**

SUDHIR VERMA

.....Plaintiff

Through: **Ms. Aditi Aggarwal, Advocate**

versus

DINESH VERMA & ORS

.....Defendants

Through: **Mr. Arjun Harkauli, Mr. Abeer Shandilya, Ms. Sarakshi Asarsa, Advocates for Respondent No.1.**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

20.12.2024

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I.A. 48461/2024

1. This is an application under Order XXIII Rule 3 CPC for disposal of the suit in accordance with the settlement entered into between the parties.
2. The instant suit is one for declaration that there was an oral partition between the Plaintiff and the Defendants and that Plaintiff was given the portion shown in the suit site plan and consequently the Plaintiff would be entitled to 1/7th share.
3. Pending the suit, the parties have entered into a settlement deed recording the oral family settlement. The settlement deed reads as under:-

“DEED RECORDING PREVIOUS ORAL FAMILY SETTLEMENT

DEED RECORDING PREVIOUS ORAL FAMILY SETTLEMENT BETWEEN THE PARTIES:



Mr. Sudhir Verma, aged about 43, son of late Sh. Bhola Ram, resident of House no. 193, Aliganj, Kotla Mubarakpur, New Delhi.

(Hereinafter referred to as "First Party" which shall include their legal heirs, Assignee and Successors)

AND

Mr. Dinesh Verma, aged about 56, son of late Sh. Bhola Ram, resident of House no.193, Aliganj Kotla Mubarakpur, New Delhi.

(Hereinafter referred to as "Second Party" which shall also mean and include his legal heirs, assignee and successors)

AND

Mr. Rakesh Verma, aged about 55, son of late Sh. Bhola Ram, resident of House no. 193, Aliganj Kotla Mubarakpur, New Delhi (hereinafter referred to as Third Party!

AND

Sarvjeet Verma, Mohit Verma and Kaushalya all legal heirs Late Bal Kishan Verma, resident of House no. 193, Aliganj, Kotla Mubarakpur, New Delhi, (hereinafter referred to as the Fourth Party)

AND

Mr. Lekh Raj Verma, aged about 62, son of late Sh. resident of House no. 193, Aliganj, Kotla Mubarakpur, (hereinafter referred to as Fifth Party)



AND

SMT. Sheela, daughter of Late Sh. Bhola Ram. Wife of Shri. Daleep Kapasia resident of 30 Tamoor Nagar, New Delhi and Smt. Savitri daughter of Late Bhola Ram wife of Ravinder Bhadana, village Anangpur Bhyadana, District Faridabad (hereinafter referred to as Sixth Party and Seventh Party respectively)

WHEREAS the First Party had filed various civil and criminal cases against the Second Party. All the previous cases have been resolved and only CS(OS) 946/2015 now remains

WHEREAS the Second Party has despite all differences without asking had come to aid of the Mr. Sudhir Verma when he suffered an accident. The Second Party as elder brother has borne the medical assistance/expenses of the First Party when he suffered an accident around July 2020. The parties being related have resolved all their differences and had entered a family settlement. The family settlement previously entered into is now being reduced into writing herewith.

NOW IT IS HEREBY ADMITTED AND RECORDED AS BELOW:

1. That the Second Party had inter alia constructed two rooms in the suit property. The same is now being handed over to the First Party. They have absolute right to use the same henceforth. They can have their residence there. These rooms are marked in the attached site plan in green colour.

2. The Second Party out of mutual love and affection and in the spirit of compromise has allowed the First Party to receive the rent from earmarked rooms in the



suit property. These rooms are marked together with the two rooms in the attached site 2620 plan in green colour. The First Party shall utilize those petLLAOS income to meet their family expenses for their lifetime. There are about 30 rooms.

3. The Second Party had purchased 26 yards with constructions on top of land abutting the abovesaid suit property for Rs. 17 Lacs. The Second Party had paid consideration for the same .The title of the second party is under dispute. The aforesaid property is being handed over to Sudhir Verma. The possession of the said property has already been given to Sudhir Verma. The Second Party has transferred all his rights to Sudhir Verma. A separate dispute being the civil suit bearing suit no.946/2016 titled as Surendra Singh Vs. Jitendra Rawat is pending adjudication before the Additional District Judge, Saket qua the said 26 yards property. The Second Party had engaged a lawyer to defend the same. The First Party shall now defend it at his cost in future. The First Party has seen the case papers and shown it to his advocate and is satisfied with the same. All the expenses of the litigation shall be borne by the First Party only. The said 26 yards is shown in the site map in yellow colour.

4. The Second Party shall execute all necessary document if required to acknowledge the rights of the Sudhir Verma in the aforesaid 26 square yards property after withdrawal of the present suit.

5. The First Party shall not seek ownership rights over the rest of suit property except the green and yellow share and will stay in the portion allocated to them. The portion allocated to First Party is shown in the attached site plan. The First Party shall be absolute owner of the area allocated to him shown green and yellow in the site plan. He can get mutation done in his



and sell it or use it as he desires.

6. The First Party has relinquished all his right, title and claim that they had or claimed in the remaining portion of the suit property except shown green and yellow in the site plan. The First Party shall not claim any right, title or interest in the remaining suit property. That all the parties admit and acknowledge that the second Party occupied and covered the entire suit property after e of their father late Shri Bhola Ram. Second Party has Constructed the suit property. It is clarified that in the portion of Lekhraj and Bal kishan each of them have 2 room, kitchen, bathroom and 1 shop and Rakesh have 20 rooms, kitchen, bathroom and 1 shop. These were constructed by the Second party.

7. There is no dispute qua the other Defendants in the suit. The areas allocated to each person is shown in the site plan attached. First party has the portion in green and yellow. The Second Party's share is shown in red. The third party's share is shown in blue, the fourth party's share is shown in orange colour. The portion of Lekhraj is in grey colour. All parties shall live in their share and will not disturb the other parties.

8. The parties shall continue to hold their respective water pipelines in the suit property. The Second Party currently owns two water pipelines coming from back side of the said property and one water pipeline coming from front side of the property. The First Party shall not claim any right over the water pipelines owned by the Second Party and vice versa. The parties shall not claim any right over the other parties' water pipelines of electricity connections.

9. The parties shall install separate electricity and water meters for the portions they own/reside in.



10. That the First Party agrees to never claim any right over the portion of the passage at the back of the suit property which the Second Party holds or lives in. Each party shall only use the portion of the passage directly behind their property.

11. That both parties shall abide by the terms of the oral family settlement which is recorded herewith.

12. That all parties undertake to abide by this oral family settlement. The promises and reciprocal promises shall be executed simultaneously. Contravention of anyone shall make this settlement voidable at the option of the other or to seek for damages and contempt of Court.

13. That Rakesh, Sudhir, and Lekh Raj have the right/possession of the allocated portion, as shown in the attached site plan, and will reside in their respective portions without interfering with others. In case of any contravention by any party the other party (ies) shall have the right to enforce the family settlement through a court of law.

14. In case of any contravention by the Second Party the First/Third/Fourth/Fifth Party shall have the right to enforce 19 the family settlement through a court of law.

15. That all parties have agreed to the family settlement by mutual consent and without any force, coercion, or misrepresentation and to resume good familial relations bBetween all family members

16. All Parties undertake to the court to abide by this Family Settlement.



17. The First Party has no claims against the Lekh Raj the Defendant No.2 in CS (OS) 946 of 2015 of 2015. The sisters namely

Smt Sheela and Smt Savitri do not want any share in the suit property. They have already said so before the Court and confirm the same in this document.”

4. On 17.12.2024, this Court after recording the abovementioned facts and also extracting the settlement, directed the parties to approach the learned Joint Registrar for recording the statements.
5. In compliance of the said order, the parties have appeared before the learned Joint Registrar on 19.12.2024 and the statements of the parties have been recorded. In view of the record of proceedings dated 19.12.2024 before the learned Joint Registrar, the suit is decreed in terms of the deed recording the oral settlement.
6. Let the decree sheet be drawn up accordingly. The suit is disposed of along with pending application(s), if any.
7. The next date before the learned Joint Registrar, i.e., 13.01.2024, stands cancelled.
8. The application is disposed of.

SUBRAMONIUM PRASAD, J

DECEMBER 20, 2024

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