



\$~25

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 205/2017**
SHRI SUKHDEV SINGHPlaintiff
Through: Mr. S.C. Singhal, Adv.

versus

SHRI JASWINDER SINGHDefendant
Through: Mr. Rajat Aneja, Ms. Amarjot
Kaur and Ms. Bindu Das, Adv.

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER
23.09.2024

%

I.A. 40080/2024

1. This application has been filed jointly by the plaintiff and defendant praying for a decree to be passed in terms of the settlement arrived at between them, the terms whereof have been mentioned in Paragraphs 6 to 8 of the application, which are reproduced as under:

“6. That it is submitted that in the aforesaid factual context, to bring an end to all the disputes between the parties, it has been voluntarily agreed by them that the Defendant would relinquish his 1/3rd share (33.33 square yards) in the mother's Property No. CB-315, Naraina, New Delhi [total area ad-measuring 101.5 square yards]; and which 1/3rd share shall be out of the 2/3rd share of the Defendant, in favour of Plaintiff. The Plaintiff shall accordingly become the owner of the 2/3rd share [i.e. 1/3rd share of his own and the other 1/3rd share to be relinquished by the Defendant), and the Plaintiff will accordingly own 67 square yards (2/3rd share), having 15



feet width from the front, as shown in the Site Plan in red colour, which is annexed herewith and exhibited as EXHIBIT C- 1.

7. That it is submitted that on the other hand, and in lieu of the Defendant relinquishing his 1/3rd share in CB-315 as aforesaid. The Plaintiff shall not claim any right, title or interest whatsoever in the remaining 1/3rd share (34.5 square yards) in the Property No. CB -315, Naraina, New Delhi inherited by the Defendant from the father of the parties. On the other hand, the Defendant shall additionally be the complete and exclusive owner of entire 101.5 squareyards of the other Property No. (CB-316 owned by the father of the parties, and bequeathed to the Defendant by virtue of the Will dated 17.06.2009. The Plaintiff has agreed and undertaken not to claim any right, title or interest whatsoever in the said property No. CB-316, and has also undertaken to unconditionally accept the registered Will dated 17.06.2009 of his father, and also hereby confirms the Defendant to be its exclusive owner. Furthermore, the Plaintiff undertakes to execute and register the: requisite documents in this regard in favour of the Defendant for perfecting his title with respect to Property No. CB-316, and also undertakes to give statements/affidavits etc. in the pending legal proceedings, both in the Probate Petition as well as the present suit. Both the parties agree to bear their respective expenses pertaining to execution and registration of the documents, including stamp duty, registration charges, etc. with respect to their ownership of the ownership of the portions falling to their share under the aforesaid settlement.

8. That with a view to give effect to the aforesaid terms of Settlement, the parties have also undertaken to accordingly remove themselves from the respective areas occupied by them, in order to put the rightful owner in possession of his respective portions, and in this regard, the Plaintiff and the Defendant



undertake to vacate the respective portions which have fallen to the share of the owner, as per the aforesaid Site Plan, Exhibit C-I.”

2. The Exhibit C-I of the settlement reflects the division of the Suit Property arrived upon between the plaintiff and defendant, and is reproduced herein below:



3. The application is signed by the parties and is also accompanied



by their respective affidavits.

4. The parties are present in person. They have been identified by their counsels. They affirm the terms of this settlement and undertake to remain bound by the same.
5. In view of the above, the application is allowed. The Suit is decreed in terms of the settlement terms that have been reproduced in paragraphs 1 and 2 hereinabove. The parties shall remain bound by the same.
6. Let the decree sheet be drawn accordingly.
7. The next date of hearing, that is, 15.10.2024, stands cancelled.

NAVIN CHAWLA, J

SEPTEMBER 23, 2024/SG/VS

Click here to check corrigendum, if any