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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 189/2025 & I.A. 7648/2025**

MOHD FAROOQ AND ANR

.....Plaintiffs

Through: Ms. Poorna and Mohd. Amaan, Advs.

versus

MOHD RASHID AND ANR

.....Defendants

Through: Mohd. Qasim, Adv. for D-1.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

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11.08.2025

1. The parties submit that they have already arrived at an amicable settlement and have placed on record the settlement dated 24.07.2025, which is extracted as under:

"1. That with the intervention of respectable persons of the society the parties have settled their disputes.

2. That all the parties shall hereafter be referred to as

PARTY NO.1 (MOHD. FAROOQ),

PARTY NO.2 (MOHD. HASHIM)

PARTY NO.3 (MS. MUMTAZ JAHAN W/O LATE SH. MOHD. QASIM)

PARTY NO.4 (MOHD. RASHID)

And shall include their Legal Representatives and Assignees

3. That the disputes have been settled by the parties on the following terms and conditions:

That it has been agreed that all the parties including Plaintiffs and Defendants are joint owners and in possession of the Suit shop alongwith other facilities/availabilities appurtenant thereto to the extent of 25% (1/4th) each.

That none of the parties shall claim exclusive ownership of the above shop.

That it has been agreed that, Mohd. Hashim, Mohd. Farooq and Mohd.



Rashid shall run their business on the said shop jointly and collectively. That income from the business which will be run on the precincts of the shop shall be equally divided in four shares which will be monthly. That the entire daily sale/profit shall be collected and shall remain in the custody of the accountant/staff who will keep the amount in locker/safe/galla. Daily Account shall be maintained and shall be signed by all the parties or their representatives. And above collection shall be equally distributed amongst all the shareholders at the end of every month. That all the expenses towards property tax, electricity bill, water bill, repair and maintenance of the shop or any other expenses shall be paid by all the co-owners equally. These charges will have priority and precedent and will be deducted before the distribution of share amongst the parties. That if any of the co-owners is not satisfied or he wants to leave the shop, he/she shall be at liberty to sell his share in the Subject Shop. However, he will not be entitled to give possession of any portion of the shop to the vendee. However, the vendee will step into the shoes of the outgoing co-owner and will have all the rights title and interest which the outgoing co-owner/vendor had in the subject shop. That it is also settled that if there arises any dispute amongst co-owners and is not solved then the property shall be divided/partitioned into four shares by metes and bounds or in the alternative purchasing other's share or further in the alternative to sell in the shop and equally distribute the sale proceeds.

4. That the above settlement has been made by the parties voluntarii ;: and on their own volition and without any coercion or influence from any corner whatsoever.

5. That all the parties undertake to abide by all the terms and conditions mentioned herein above.

6. The settlement has been executed in the presence of the following witnesses”

2. Let the parties to remain bound by the terms of the settlement.
 3. The suit stands decreed in terms of the settlement dated 24.07.2025.
- Accordingly, let a decree sheet be drawn.
4. The suit stands disposed of along with the pending application.
 5. The date fixed i.e. 13.08.2025 before the Joint Registrar stands cancel.

URUSHAINDR KUMAR KAURAV, J

AUGUST 11, 2025/P/MJ