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

+ **CS(OS) 407/2019 & I.A. 4315/2021**

JAGMOHAN CHIBBER

.....Plaintiff

Through: Mr. Aman Shankar, Advocate.

versus

CHANDER MOHAN CHIBBER & ORS.

.....Defendants

Through: Mr. Darshan Paliwal, Ms. Neeraj Paliwal, Mr. Manoj Kumar and Mr. Nishant Sharma, Advocates for D-1 and 2.

Mr. Gagandeep Singh, Advocate for D-3 and 4.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

02.04.2025

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1. This suit was filed by the Plaintiff against the Defendants for passing a preliminary decree of partition of the suit properties bearing No. B-1/14, Krishna Nagar, Delhi, admeasuring 273 sq. Yards and bearing No. 68-A, Shanker Nagar, Delhi, admeasuring 70 sq. Yards between the Plaintiff and Defendants No. 1 to 6 in the proportion as sought and described in paragraph-12 of the plaint.

2. During the pendency of the suit, parties were referred to Delhi High Court Mediation and Conciliation Centre vide order dated 11.07.2024 for exploring the possibility of an amicable settlement. Parties have resolved their disputes amicably and Settlement Agreement dated 29.11.2024 incorporating the terms of settlement has been executed between them, copy of which has been placed on record. Terms of settlement are extracted



hereunder: -

“a) That the parties have settled their disputes amicably and do not want to pursue the present matter Suit for Partition pending before the Hon'ble High Court of Delhi.

b) That all the parties to the present Settlement Agreement have decided that their disputes have been amicably settled, and nothing further remains to be settled in regard to the division of the aforesaid properties.

c) It is agreed between the parties that all the sons and daughters are having the equal 1/6 share in the estates of the deceased Keshro Devi, w/o Shri Man Mohan Nath Chibber in both the properties i.e., property bearing No. B-1/14, Krishna Nagar, Delhi-110051 area measuring 273 sq. yards and property bearing N. 68-A, Shanker Nagar, Delhi-110051 area measuring 70 sq. yards.

d) It is further agreed between the parties that all the sons and daughters jointly will sell the property bearing No. 68-A, Shanker Nagar, Delhi-110051 area measuring 70 sq. yds. and distribute the sale proceeding equally in 1/6 share each after signing the same and passing the decree by the Hon'ble Court concerned in terms of the aforesaid Mediation agreement.

e) It is further agreed between the parties that till the time Mr. Chander Mohan Chibber is alive, neither the plaintiffs nor any other defendants claims any possessional rights over the property bearing No. B-1/14, Krishna Nagar, Delhi-110051 area measuring 273 Sq. yds and the same remains in the exclusive possession of Mr. Chander Mohan Chibber and Mrs. Neelam Dutta. After the demise of Mr. Chander Mohan Chibber, the said property bearing No. B-1/14, Krishna Nagar, Delhi-110051 shall be sold out and the sale proceeds shall be distributed equally between all the sons and daughter of Mrs. Keshro Devi in equal 1/6 share. All the parties and legal heirs Mr. Chander Mohan Chibber further agree that the no hindrance or any objection of any nature whatsoever shall be caused to the sale of the said property post the demise of Mr. Chander Mohan Chibber by any party or any of the legal heir of Mr. Chander Mohan Chibber.

f) That after execution of this Settlement Agreement, apart from seeking the partition decree in regard to the aforesaid both properties, both the parties undertake not to file or initiate any case either civil or criminal, against each other or against their family members on any account whatsoever in regard to division of the aforesaid properties.

g) That the parties assure each other that there is no other litigation in regard to the aforesaid properties pending against each other and in case any such litigation is found and discovered to be pending, then the same



shall be deemed to have been compromised and withdrawn on the execution of this Settlement Agreement.

h) That the parties are bound by this Settlement Agreement and undertake to abide by the afore stated terms and further undertake to appear before the concerned Court (if required) seeking for partition decree in terms of the present Settlement Agreement and shall make the necessary statements before the Hon'ble Court (if required).

i) That this Settlement Agreement has been arrived at by all the parties out of their own free will, consent, without any force, duress, pressure or coercion etc. and all the parties have signed this Settlement Agreement after reading and understanding the contents of the same and the parties undertake to abide by the terms of this / Settlement Agreement.

j) That the parties undertake to bear the proportionate expenses as per their share, if any required for the registration of the title document in their favour.

k) That this Settlement Agreement has been arrived at by both the parties out of their own free will, consent, without any force, duress, pressure or coercion etc. and both the parties have signed this Settlement Agreement after reading and understanding the contents of the same in Vernacular (Hindi) and the parties undertake to abide by the terms of this Settlement Agreement.

i) The Parties undertake that they are bound by the present Settlement and further undertake to abide by the terms and conditions as set out in the Settlement and not to dispute the same hereinafter in future.

j) That the parties undertake to bear the proportionate expenses as per their share, if any required for the registration of the title document in their favour.

k) That this Settlement Agreement has been arrived at by both the parties out of their own free will, consent, without any force, duress, pressure or coercion etc. and both the parties have signed this Settlement Agreement after reading and understanding the contents of the same in Vernacular (Hindi) and the parties undertake to abide by the terms of this Settlement Agreement.

l) The Parties undertake that they are bound by the present Settlement and further undertake to abide by the terms and conditions as set out in the Settlement and not to dispute the same hereinafter in future.”

3. Learned counsels for the parties jointly submit that the suit be decreed in terms of the settlement agreement executed between the parties.
4. Court has perused the terms of the settlement and finds the same to be



lawful. Accordingly, suit is decreed in terms of the settlement terms between the parties as incorporated in settlement agreement dated 29.11.2024, which along with Annexures 'A' and 'B' shall form part of the decree and parties thereto shall remain bound by the settlement terms.

5. Registry is directed to draw up the decree sheet accordingly.
6. Suit stands disposed of along with pending application.
7. Court appreciates the efforts of Mr. Yudhvir Singh Chauhan, learned Mediator in facilitating settlement between the parties, which has put a quietus to the litigation.

JYOTI SINGH, J

APRIL 2, 2025

S.Sharma