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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 459/2019 & I.A. 12285/2019, 9706/2023, 10753/2023
LAXMI SHARMA & ANR.Plaintiffs

Through: Mr. Ishan Srivastava, Advocate with
Plaintiff No. 2 in person.

versus

ANIRUDH SHARMA @ SONU & ORS.Defendants
Through: Mr. Utkarsh Vats and Mr. Varun
Pandit, Advocates for D-1
Mr. Deepanshu Mathpal, Advocate for D-3.
Ms. Tessy Varghese, Mr. Albert B.A. and Ms. Mili
Verma, Advocates for D-4.

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

ORDER
01.04.2025

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1. This suit was filed by the Plaintiffs seeking decree of mandatory injunction against Defendants No. 1 and 2 to disclose the details of income received or realised and/or ought to have been received from two properties of late Shri Brij Mohan Sharma i.e., built up property in Plot No.28/4 out of Khasra No.44/7 (2.14), Bakhtawarpur, Delhi admeasuring 100 Sq.Yds. approximately, having Ground Floor, First Floor and Second Floor as also Plot situated in Khasra No.65/10/1 (1.16) situated in Bakhtawarpur, Delhi, which are exclusive possession of the Defendants along with documents in respect thereof. Decree of permanent injunction is also sought restraining Defendants No. 1, 2 and 3 and all others acting on their behalf from creating third-party rights in the properties amongst other reliefs, including handing over of original Title Deeds in respect of House No. 208, Bakhtawarpur, Delhi to the Plaintiffs.



2. Plaintiff No. 1 is the mother of Plaintiff No. 2 and Defendants No. 1 to 3. Shri Brij Mohan Sharma, their father, died intestate on 26.09.2016 leaving behind Plaintiffs and Defendants as his only Class-I legal heirs. Vide order dated 21.05.2024, Court passed a preliminary decree, which was further modified vide order dated 02.09.2024 as follows: -

“(i) Part of Property no.208, Bakhtawarpur, Delhi-110036 comprising in Khasra no. 120/51 to the extent of 160 Sq. yards is owned by Plaintiffs and Defendants No.1 and 2 jointly vide Sale Deed dated 21.06.2006, and therefore, they are co-owners in the same to the extent of 1/4th share each and in the remaining 40 Sq. Yards of Property no.208, Bakhtawarpur, Delhi-110036 comprising in Khasra no. 120/51, Plaintiffs and Defendants No.1, 2 and 3 are joint owners to the extent of 1/5th share each, since the same was owned by Late Sh. Brij Mohan Sharma.

(ii) Part of Property no.208, Bakhtawarpur, Delhi- 110036 situated in Khasra no. 120/56 to the extent of 200 Sq. yards is owned by Plaintiffs no.1 and 2, and Defendants no.1 and 2 jointly vide Two separate Sale Deeds dated 10.03.2000 (160 Sq. Yards) and 28.07.2001 (40 Sq. Yards), thus Plaintiffs no.1 and 2, and Defendants no.1 and 2, are entitled to 1/4th share each in the same,

(iii) In Property admeasuring 101.5 Sq. Yards having Two rooms, out of Khasra No.55/ 22, situated in Triveni Colony, Bakhtawarpur, Delhi — 110036, Plaintiffs no.1 and 2, and Defendants no.1, 2 and 3, are entitled to 1/5th share each in the same,

(iv) In Built up property i.e. Plot no.28/4 in Khasra no.44/7 (2.14), Bakhtawarpur, Delhi-110036 (100 Sq. Yds. approx.) having Ground Floor, First Floor, Plaintiffs no.1 and 2, and Defendants no.1, 2 and 3, are entitled to 1/5th share each in the same,

(v) In Plot comprising in Khasra no.65/10/1 (1.16), situated in Delhi-110036, Plaintiffs no.1 and 2, and Defendants no.1, 2 and 3, are entitled to 1/5th share each in the same.”

3. Thereafter, with the consent of the parties, vide order dated 18.09.2024, they were referred for mediation before the Delhi High Court Mediation and Conciliation Centre to enable the parties to explore the possibility of an amicable settlement. Parties have finally resolved their disputes amicably and settlement agreement has been executed on



19.03.2025 which is placed on record along with the mediation report. Learned counsels for the parties urge that the suit be decreed in terms of the settlement agreement dated 19.03.2025.

4. Court has perused the terms of the settlement and finds the same to be lawful. Accordingly, this suit is decreed in terms of the settlement agreement incorporating the terms of settlement agreed upon. The settlement agreement shall form a part of the decree and the terms therein shall bind the parties thereto. Registry is directed to draw up the decree sheet.

5. As per one of the terms of settlement, Plaintiff No. 2 shall be the sole and exclusive owner of Property bearing House No. 208, Bakhtawarpur, Delhi, comprised in Khasra No. 120/51 and 120/56, admeasuring 400 sq. yards and no other party shall claim any right of title to the said property. In furtherance thereof, parties have agreed to authorise Plaintiff No. 2 to receive all original and other documents pertaining to the said property from Bank of India and retain the same. All other parties have undertaken to execute the relinquishment deed in favour of Plaintiff No. 2 to fully confer the title over the property in his favour. It is, therefore, submitted by Plaintiff No. 2 that the keys of the property which are lying with the Bank be handed over to Plaintiff No. 2. Learned counsel for Defendant No. 4/Bank of India undertakes to handover the key of the aforesaid property to Plaintiff No. 2 within six weeks from today. The undertaking is taken on record.

6. Suit is disposed of in the aforesaid terms along with pending applications.

JYOTI SINGH, J

APRIL 01, 2025/shivam