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

+ **RFA 787/2010**

CHARAN SINGH

.....Appellant

Through: Appearance not given

versus

RAJAMAN & ORS

.....Respondents

Through: R-2 in person

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

28.01.2025

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Present appeal has been filed under Section 96 CPC r.w. Section 151 CPC challenging the common impugned judgment dated 27.08.2010 and decree dated 27.09.2010 passed in Suit Nos. 478/04 and 149/05 titled "*Raja Man vs. Charan Singh and Ors.*" and "*Jai Bhagwan &Anr. vs. Raja Ram &Ors.*" respectively.

Briefly stated the facts of the case are that a dispute arose between the parties for the suit property bearing no. 131, Village Shalimar, Delhi and respondent no.1 herein filed a suit bearing no. 478/04 for declaration, permanent injunction and possession by way of partition of the suit property. Respondent no.3 had filed the suit bearing no. 149/05, for partition and permanent injunction of the suit property. The present appellant was a respondent in both the suits. The suits were decreed by way of a common impugned judgment dated 27.08.2010 and decree dated 27.09.2010 whereby the Ld. ADJ held that the respondent no.1 & 3 herein are entitled to 1/4th



equal share in the suit property and also permanent injunction in favour of the respondent no.1 & 3. Consequently, the present appeal was filed. However, during the pendency of the suit, the parties decided to amicably settle the matter.

Shri Raja Ram Singh, (respondent No. 2) has appeared in person and submits that parties have entered into a settlement vide MoU dated 10.10.2017. However, the same is not on record. Let the MoU be taken on record. A copy of the MoU dated 10.10.2017 has been handed over in Court today. It reads as under:

“MEMORANDUM OF UNDERSTANDING/DEED OF SETTLEMENT

This Memorandum of Understanding/ Deed of Settlement is made and executed at Delhi on this 10th day of October, 2017 between:

Sh. Charan Singh S/o Late Sh. Ramji Lal, R/o House No. 131, Village Shalimar, Delhi, (Aadhar No. 7050 2331 9436), hereinafter referred to as "First Party, or "the Party of the First Part" which expression unless repugnant to the extext, shall mean and include his respective successors, legal representatives and assigns.

AND

(1) Sh. Raja Man S / O Late Sh. Ram Singh, R/o House No.62, Village Shalimar, Delhi, (Aadhar No.9131 0467 2801); (hereinafter referred to as the "Opposite Party No.1);

(2) Sh. Raja Ram, S/o Late Sh. Ram Singh R/o House No.62, Village Shalimar, Delhi, (Aadhar No.4302 6824 7344), (hereinafter referred to as the "Opposite Party No.2):

(3) Sh. Jai Bhagwan S / phi Late Sh. House No.131, Village Shalimar, No.6460 0433 9731), (hereinafter referred to as the "Opposite Party No.3);

(4) Sh. Hari Om S/o Late Ram Singh, R/o Houses No.131, Village Shalimar, Delhi, (Aadhar No.9209 9150 7162) (hereinafter referred to as the "Opposite Party No.4)

Hereinafter referred to as "Opposite parties", which



expression unless repugnant to the context shall mean and include their respective successors, legal representatives and assigns.

WHEREAS, the following litigations/cases pending between the parties: are

- a) Suit No.478/04, titled as "Raja Man Vs. Charan Singh & Ors., decided vide judgment dated 27.08.2010, by the court of Ms. Sangeeta Dhingra Sehgal, then ADJ, Central, Tis Hazari Courts, Delhi;*
- b) Suit No.149/05, titled as "Jai Bhagwan & Anr. Vs. Raja Ram & Ors." decided vide judgment dated 27.08.2010 by the court of Ms. Sangeeta Dhingra Sehgal, then ADJ, Central, Tis Hazari Courts, Delhi;*
- c) RFA No.787/2010, titled as "Charan Singh Vs. Rajaman & Ors., pending adjudication before the Hon'ble Delhi High Court in regular matters.*

AND WHEREAS, the above said cases are pending between the parties in respect of property bearing No.131, admeasuring 80 sq. yard approx., Village Shalimar, Delhi-110088 and the preliminary decree has been passed in both the above said suits decided on 27.08.2010, against which an RFA No.787/2010 was filed by the First party and the same is pending adjudication in regular matters before the Hon'ble Delhi High Court. Now the proceedings for the final decree is pending before the court of Sh. Shailender Malik, ADJ, Central, Tis Hazari Courts, Delhi between the parties to this MOU/settlement.

AND WHEREAS, now the parties with the intervention of their well-wishers, relatives and friends have amicably resolved all their disputes on friendly terms and have with free consent all their pending and previous disputes as mentioned above with regard to the property bearing No.131, admeasuring 80 sq. yard approx., Village Shalimar, Delhi-110088, (hereinafter referred to as the "Said Property") on the following terms and conditions:

AND WHEREAS THE PARTIES HAVE SETTLED THE MATTERS ON THE TERMS MENTIONED BELOW:

- 1. That the first party has agreed to give eastern side portion*



measuring 31 sq yards of land (26'8"L admeasuring 80 sq. X 10'4"W) out yard approx. of property bearing No.131, Village Shalimar, Delhi-110088, to the opposite Party No.1 and 2, which is specifically shown in red colour in the site plan annexed to this MOU/settlement. In this regard, the first party has agreed to execute the transfer documents of the above said portion measuring 31 sq. yards in favour of the opposite No.1 and 2.

2. That the Opposite No.3 and 4 will receive Rs.1,50,000/- from the opposite party No.1 and 2 and the first party shall also pay Rs.20,000/- to the OP No.3 and 4, as full and final settlement in respect of partition of their share in the property and after receipt of the said amount, the OP No.3 and 4 shall not claim any right, title or interest in the said property.

3. That the OP No.3 and 4 shall remain in possession of a room measuring 10'X8' of the said property as shown in green colour in the site plan annexed to this MOU/settlement and no party shall not claim any right in the said portion.

4. That the first party shall remain the sole and absolute owner in possession of the remaining portion measuring 43 sq. yard approx. of the above said property which is shown in yellow colour in the site plan annexed to this MOU and the opposite parties shall have no right, title or interest in the said portion of the first party in future.

5. That the parties to this agreement shall not claim any right, title or interest in their respective portions and further shall not file any case, claim, partition suit etc. against any of the party with regard to their respective portions of the above said property as mentioned above.

6. That all the parties have settled all their disputes with regard to the above said property and opposite parties shall not execute the preliminary decree as mentioned above as the same has been settled between the parties as per the terms and conditions of this MOU.

7. That the parties confirm that this settlement has been arrived at with the free will, consent of the parties and parties to this settlement shall faithfully comply with the



terms of the settlement.

8. That the parties to this MOU/settlement shall file appropriate application to withdraw their pending cases as mentioned above with regard to the above said property.

9. That this MOU/settlement shall be performed by all the parties to this MOU within one month and further time shall be extended with the prior approval of all the parties.

10. That both the parties are bound by the terms and conditions of this settlement/MOU.”

In view of the submissions made and the settlement arrived at between the parties, the appeal stands disposed of.

DINESH KUMAR SHARMA, J

JANUARY 28, 2025

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