



\$~65

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

+ **CS(OS) 376/2016**

SMT ANITA WADHWA

.....Plaintiff

Through: Mr. Manit Moorjani, Mr. Madhav
Pooviah, Mr. Tushar Sharma and Mr.
Rohit Kumar Ray, Advocates.

versus

SH RAJESH MEHTA & ANR.

.....Defendants

Through: Ms. Uma Aggarwal, Advocate

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

22.01.2025

%

I.A. 1765/2025

1. This is a joint application on behalf of the Plaintiff and Defendants No.1, 5 and 6 for dismissing the suit as withdrawn in terms of the Settlement Agreement dated 13.12.2024.
2. The present suit is one for partition, permanent injunction and rendition of accounts for a property bearing No.3/1, Old Rajinder Nagar, New Delhi measuring 88 sq. yds. consisting of the ground floor, first floor and second floor. It is stated that the property belonged to the father of the Plaintiff and Defendant No.1. It is stated that on demise of father of the Plaintiff and Defendant No.1, Defendant No.2, i.e., the mother of Plaintiff and Defendant No.1, exclusively inherited the said property.
3. It is stated that during the pendency of the suit, Defendant No.2 has passed away on 12.09.2019. It is stated that Defendant No.3 and 4, who are the purchasers of the roof rights of the second floor of the suit property from Defendant No.2 were impleaded as parties to the present suit. The case was

CS(OS) 376/2016

Page 1 of 10



sent to mediation and a settlement agreement has been entered into between the parties. The settlement agreement reads as under:-

“SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is entered into on 13.12.2024.

BETWEEN

Smt. Anita Wadhwa W/o Shri Ashok Wadhwa D/o Late Shri Nand Lal Mehta and Laxmi Mehta, aged about 66 years R/o 37/17, 2nd Floor, East Patel Nagar, New Delhi another address NA103C-Dlf Garder city, Sector 92, G Block Gurugram, hereinafter called the Party of THE FIRST PART /Plaintiff.

AND

Shri Rajesh Mehta S/o Shri Nand Lal Mehta Aged about 55 years R/o First floor of Property No. 3/1, Old Rajinder Nagar, New Delhi-110060, hereinafter called the Party of THE SECOND PART/Defendant No.1,

AND

Smt. Sonia Mehta W/o Shri Rajesh Mehta Aged about 54 years R/o First floor of Property No. 3/1, Old Rajinder Nagar, New Delhi-110060 hereinafter called the Party of THE THIRD PART /Defendant No.5,

Smt. Pammi Singh W/o Shri Beer Vikram Singh, R/o 217, First Floor, Double Storey, New Rajinder Nagar, New Delhi. The Party of THE FOURTH PART/Defendant No. 6.

The expression of the above parties shall unless repugnant to the context include their legal heirs, successors, nominee/s, administrators and permitted assigns, etc.



WHEREAS Shri Nand Lal Mehta, FATHER OF THE PARTIES OF FIRST PART AND SECOND PART, was the absolute owner of the built- up property bearing No. 3/1, Old Rajinder Nagar, New Delhi-110060, measuring about 88.1 sq. Yards, consisting of the Ground floor, First Floor, and Second floor and lessee of underneath land who died on 08.09.1984 leaving behind the following legal heirs and successors:-

<i>S.No.</i>	<i>Name</i>	<i>Relation</i>
<i>i)</i>	<i>Permeshwari Bai</i>	<i>Mother</i>
<i>ii)</i>	<i>Laxmi Devi</i>	<i>Widow</i>
<i>iii)</i>	<i>Rajesh Mehta</i>	<i>Son</i>
<i>iv)</i>	<i>Anita Wadhwa</i>	<i>Daughter</i>

AND WHEREAS the party of the FIRST PART has filed a civil suit bearing no. CS(OS) No. 376 of 2016 titled "SMT. ANITA WADHWA VS SHRI RAJESH MEHTA AND OTHERS" inter alia seeking partition, declaration, injunction and mesne profits in respect of suit property bearing No. 3/1, Old Rajinder Nagar, New Delhi-110060, measuring about 88.1 sq. Yards, consisting of the Ground floor, First Floor, second floor, Third floor and Roof thereupon, against her brother, the party of THE SECOND PART (defendant No.1 therein) and her mother Smt. Laxmi Devi (defendant No.2 therein), claiming 1/3rd share in the suit property. Defendants No.3 to 6 were impleaded in the said suit during the pendency of the suit.

AND WHEREAS Smt. Laxmi Devi, Defendant No.2 therein, who was the mother of parties of the FIRST PART and SECOND PART, passed away on 12.09.2019. Defendants No.3 & 4 who were the purchasers of the roof rights of the Second floor of the suit property from defendant No. 2 on 12.09.2019 through Agreement to Sell etc., have sold their interest in the suit property after the construction of the Third floor to Defendant No.6, party of the FOURTH PART. The defendant no. 3 and 4 are ex-parte in the said suit. Defendants No.1 (party of the SECOND PART),



Defendant No. 5 (party of the THIRD PART), who is the wife of the party of the SECOND PART and sister-in-law of the party of the FIRST PART, and Defendant No.6 (party of the FOURTH PART) who is the purchaser of the Third floor without roof rights of the suit property from the defendant No. 3 and 4, are the only interested parties in the present suit.

AND WHEREAS the present matter being CS (OS) 376/2016 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide Order dated 03.12.2024 passed by HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD, HON'BLE DELHI HIGH COURT, to explore the possibility of an amicable settlement.

AND WHEREAS the Parties agreed that Mr. Arun Rathi would act as their Mediator in the matter of Mediation proceedings.

AND WHEREAS during the mediation proceedings, party of the FIRST PART has executed a DEED OF DECLARATION DATED 13.12.2024, annexed herewith as ANNEXURE 'A' wherein the party of FIRST PART has admitted and voluntarily declare that:-

A. Late Sh. Nand Lal Mehta, father of the parties of the FIRST PART AND SECOND PART, during his lifetime, had executed his last Will dated 07.05.1981, while possessing a sound disposing mind, without any undue influence, coercion or pressure, with his free will and bequeathed the suit PROPERTY in favour of his wife Smt. Laxmi Devi, defendant No.2 and the Party of THE FIRST PART were one of the attesting witnesses of the said Will.

B. After the demise of Shri Nand Lal Mehta, who died on 09.09.1984, Smt. Laxmi Devi, defendant No.2, exclusively inherited the built- up property bearing No.



3/1, Old Rajinder Nagar, New Delhi- 110060, measuring about 88.1 sq. Yards, consisting of the Ground floor, First Floor, and Second floor and lessee of underneath land and none of the other legal heirs mentioned above inherited any right, title or interest in the said property.

C. That the underneath land of the suit property has already been mutated in the record of L&DO in the name of Smt. Laxmi Devi after receiving no objection from all the legal heirs of late Shri Nand Lal, including the party of the FIRST PART, vide letter dated 20.02 1988 bearing no. L& DO/PS.1/434.

D. The defendant No.2 Smt. Laxmi Devi during her lifetime had sold the roof rights of the Second floor of the suit property to defendants No.3 and 4 by way of an agreement to sell/etc. dated 01.11.1994, who after raising construction of the Third floor, have sold the third floor to the defendant No.6, party of FOURTH PART herein.

E. The defendant No.2, Smt. Laxmi Devi, mother of parties of the FIRST PART and the SECOND PART, and mother-in-law of party of the THIRD PART, out of love and affection, had gifted the entire built-up property bearing No. 3/1, Old Rajinder Nagar, New Delhi-110060, measuring about 88.1 sq. Yards, consisting of the Ground floor, First Floor, and Second floor and roof rights of the Third floor and lessee of underneath land to her son Shri Rajesh Mehta, PARTY OF SECOND PART herein and his wife Smt. Sonia Mehta, PARTY OF THIRD PARTY herein with all rights, title and interest, by way of Gift Deed 28.04.2015, duly registered as document 3072 in book No. 1, Vol. No. 15,995, on pages 11 to 16 on 06.05.2015 before Sub-registrar III, New Delhi and the same was duly accepted by them and since the date of execution and acceptance of Gift Deed i.e. 28.04.2015, Shri Rajesh Mehta, PARTY OF SECOND PART herein



and his wife Smt. Sonia Mehta, PARTY OF THIRD PARTY herein have become the absolute owners of the said property.

F. After the demise of Shri Nand Lal (died on 08.09.1984) and Smt. Laxmi Devi (died on 12.09.2019), the Party of THE FIRST PART has not inherited any right, title or interest in THE SUIT PROPERTY.

AND WHEREAS various mediation sessions were held with the parties during the process of Mediation, the parties have voluntarily arrived at an amicable solution resolving their disputes and differences.

AND WHEREAS the Parties hereto confirm and declare that they have voluntarily and of their own free will without any force or coercion etc. arrived at the Settlement Agreement in the presence of the Mediator on the following terms and conditions:

1. That the Party of THE FIRST PART while possessing a sound disposing mind, with her free will, without any pressure and coercion, voluntarily admits and declares that after the demise of Shri Nand Lal and Smt. Laxmi Devi (her parents) neither the party of the FIRST PART NOR ANY OF HER FAMILY MEMBERS inherit any right, title or interest in THE SUIT PROPERTY.

2. That the Party of THE FIRST PART further admits and declares that the present dispute/ civil suit bearing No. CS(OS) 376/2016, filed by her against the defendants, referred for mediation, was her bonafide mistake and the same was the result of wrong advice. The Party of THE FIRST PART is not entitled to any relief sought by way of said suit and the same being not maintainable, agrees to be withdrawn unconditionally by the Party of THE FIRST PART.



3. That Smt. Laxmi Devi, the mother of the Party of THE FIRST PART, expired on 12.09.2019 in Delhi. After the demise of Smt. Laxmi Devi, the Party of THE FIRST PART has not inherited any right, title or interest in the said property as the said property was already gifted by the mother of the Party of THE FIRST PART and the SECOND PART in favour of Shri Rajesh Mehta, party of the SECOND PART and Smt Sonia Mehta PARTY OF THE THIRD PART vide Gift Deed dated 28.04.2015, duly registered as document 3072 in book No. 1, Vol. No. 15,995, on pages 11 to 16 on 06.05.2015 before Sub-registrar III, New Delhi. The roof of the second floor of the suit property was already sold out by Smt. Laxmi Devi, Defendant No. 2 to Defendant Nos. 3 and 4 in the suit vide Agreement to Sell dated 12.09.2019.

4. That party of the FIRST PART admits and declare that the party of the SECOND PART and THIRD PART are the absolute owner of the entire built-up property bearing No. 3/1, Old Rajinder Nagar, New Delhi-110060, measuring about 88.1 sq. Yards, consisting of the Ground floor, First Floor, and Second floor and roof rights of the Third floor and lessee of underneath land.

5. That the party of the FIRST PART admits and declare that the party of the FOURTH PART is the absolute owner of third floor without the roof rights of the third floor of the Suit Property.

6. That the Party of THE FIRST PART has settled all her disputes regarding the moveable properties, left behind by her mother Smt. Laxmi Devi, DEFENDANT NO.2, with parties of the SECOND PART AND the party of the THIRD PART and as per the settlement, the Party of THE FIRST PART will receive a sum of Rs. 24,00,000/ (Rupees Twenty Four Lac only) vide cheque bearing no. 980028 dated 10.12.2024 drawn on Punjab National Bank, New Rajinder Nagar, New



Delhi Branch, from party of the SECOND PART in full and final settlement at the time of withdrawing the above-mentioned civil suit and after receiving the said amount no claim of the Party of THE FIRST PART or any of her family members will be left against parties of the SECOND PART AND THE THIRD PART.

7. *That party of the FOURTH PART is the purchaser of THIRD FLOOR WITHOUT ROOF RIGHTS of the suit property from defendant no.3 and 4 and the Party of FIRST PART has no dispute or claim against her.*

8. *That the party of THE FIRST PART undertakes and agrees that her legal heirs, successors, survivors, nominees and assigns have been left with no claim, title, right, title or concern in the suit property and the parties of the SECOND PART AND THE THIRD PART are the absolute owners of the said property.*

9. *The Parties also irrevocably waive any claim or demand that they may have now or in the future against each other and undertake that they shall make no further demands, proceedings, of any nature whatsoever against each other.*

10. *That parties acknowledge and confirm that they have not initiated any other legal proceedings against each other concerning property bearing No. 3/1, Old Rajinder Nagar, New Delhi-110060, measuring about 88.1 sq. Yards consisting of the ground floor, first floor, and second floor, as well as the lease of underneath land except CS(OS) No. 376 of 2016. Irrespective, parties confirm that any proceedings if initiated by any party concerning said Property against each other, are automatically withdrawn on the execution of the present settlement Agreement.*

11. *That the parties to the present settlement*



Agreement undertake to be bound by the present settlement terms and give full effect to the terms thereof.

12. The Parties hereby give a solemn undertaking that they shall strictly abide by and comply with the terms of the present settlement Agreement and shall not do any act of any kind whatsoever which violates the letter and spirit of the present Settlement Agreement.

13. The Parties agree that the final decree in terms of the present Settlement Agreement may kindly be passed by the Hon'ble Delhi High Court in CS (OS) No. 376 of 2016.

14. The Hon'ble Court may pass appropriate orders in view of this Settlement Agreement including refund of court fee under section 16 of the Court Fees Act, 1870 read with Section 89 of CPC to the First Party and the Second Party shall have no objection to the same.

15. That the present settlement Agreement is being entered into by the parties voluntarily and without any coercion, pressure, or undue influence being exercised by anyone, out of their own free will and volition. The parties agree to be bound by the present settlement Agreement.

16. The Settlement Agreement has been read over and explained to the parties in their Vernacular by the mediator and the respective counsel and the parties have agreed and understood the same.

17. By signing this Settlement Agreement, the Parties hereto state that they have no further claims or demands against each other with respect to present subject matter and all the disputes and differences have been amicably settled by the Parties hereto through the process of Mediation.” (emphasis supplied)



4. A perusal of Clause 10 of the Settlement Agreement dated 13.12.2024 indicates that the Plaintiff has agreed to withdraw the present suit in terms of the settlement agreement. The Plaintiff is present in Court and acknowledges the factum of the said agreement. She states that the settlement agreement has been entered into by her without any coercion or undue influence and entered into the settlement agreement on her own will. She states that she wants to withdraw the suit as agreed to by her under the settlement agreement.
5. Resultantly, in view of the settlement agreement, the suit is dismissed as withdrawn along with pending application(s), if any.
6. The statement of the Plaintiff is recorded separately.
7. The application is disposed of.

SUBRAMONIUM PRASAD, J

JANUARY 22, 2025
hsk