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

+ **CS(OS) 196/2024, I.A. 5520/2024 & I.A. 44278/2024**

ARUN KUMAR BHATIA

.....Plaintiff

Through: Mr. Avinash Sharma, Ms. Akanksha
Kapoor & Mr. Devendra Pandey,
Adv.

versus

AJAY KUMAR BHATIA

.....Defendant

Through: Mr. Tarun Gaur & Mr. Shubham
Arora, Adv. with defendant in
person.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

% **14.05.2026**

1. Learned counsel for the parties submit that the matter has been settled in terms of settlement agreement dated 04.09.2026 and the terms and conditions are as under:-

1. The following disputed real estate assets shall be divided between the parties as follows:

- a. **Property located at no. 10739, Ward No. XV measuring 20.05 sq. mtrs., Nabi Karim, Jhandewalan Road, New Delhi-110055:** The Second Party agrees to relinquish his share in the property bearing number 10739, Ward No. XV measuring 20.05 sq. mtrs., Nabi Karim, Jhandewalan Road, New Delhi-



110055, and the entire shop will stand in the name of First Party. That this property was jointly purchased by both the parties from Mr. Ashok Bhatia vide registered sale documents dated 19.06.2009.

b. Property no. 10739, Jandewalan Road, Nabi Karim, New Delhi- 110055: The First Party acknowledges and confirms that the property bearing No. 10739, Ward No. XV, Nabi Karim, Jhandewalan Road, New Delhi- 110055, had already devolved solely upon Second Party by virtue of a duly executed and registered Gift Deed dated 11.09.1984. The First Party affirms that the said Gift Deed is valid, subsisting and binding, and further confirms that no person other than Second Party has any right, title or interest in the aforesaid property.

2. It has been amicably decided that the abovementioned property shall vests solely and exclusively in the name of Second Party, as was prescribed under the Gift Deed dated 11.09.1984.

3. The Second Floor, and a set of 2 bedrooms on the ground floor (rear side of the building), including two bathrooms, one kitchen, a store, and an open compound of House no. 1492, Sector- 21 Gurugram, Haryana: The properties which was transferred in the joint name of both the Parties herein vide their Father's will dated 28.10.2013 and Codicil Dated 17.07.2014. It has been mutually decided that the second floor of the mentioned property shall vest completely with the First Party as the Second Party shall relinquish his share in the same and the ground floor (rear side of the building), including two bathrooms, one kitchen, a store, and an open



compound will be transferred completely in the name of the Second Party as the First Party will relinquish his share in the same. It is further agreed between the Parties herein that the roof rights of the said property shall not devolve onto any single party and shall remain common and in joint ownership of both the parties herein.

4. The Parties agree that the partnership firm M/s Bhatia Brothers shall be dissolved unanimously.
5. All receivables of the said firm since April, 2021 till the dissolution, either have been received or will be received, by the parties, afterwards (if any), shall be divided equally between the Parties.
6. All liabilities of the firm shall be dealt with jointly by the Parties.
7. All the assets of the firm shall be divided jointly between the Parties.
8. The Parties agree to withdraw all of their claims against each other whether concerning the aforementioned Properties, Partnership Firm or any other claim.
9. The Second Party agrees to execute required documents in order to give up his share in the property bearing number Property located at no. 10739, Ward No. XV measuring 20.05 sq. mtrs., Nabi Karim, Jhandewalan Road, New Delhi-110055, post which the entire shop/said property will vest in the name of First Party.
10. The First Party agrees to execute required documents in order to give up his share in the property i.e. a set of 2 bedrooms on the ground floor (rear side of the building), including two



bathrooms, one kitchen, a store, and an open compound of House no. 1492, Sector- 21 Gurugram, Haryana post which Second Party shall become the complete owner of the same.

11. The Second Party agrees to execute required documents in order to give up his share in the property i.e. second floor of the property bearing number House no. 1492, Sector- 21 Gurugram, Haryana post which the said property shall vest completely in the name of First Party. It is clarified and agreed that the roof rights of the property bearing number House no. 1492, Sector- 21 Gurugram, Haryana shall vest with both Parties herein.

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12. The Parties acknowledge that they have entered into this Agreement voluntarily, without any duress or undue influence.
13. That the Parties to this agreement undertake that they will withdraw all the matter pending adjudication between the parties after the execution of this agreement; whereas if any matter was not withdrawn by the either of the parties will be deemed to be settled.
14. That the parties to this agreement further undertake that they will not sue/ file a complaint against each other for the above mentioned property by themselves or by their legal representatives.
15. The Parties shall pray before Hon'ble Court that the present suit bearing CS (OS) 196/2024 be decreed in terms of the present Settlement Agreement.
15. This Agreement shall be governed by and construed in accordance with the laws of India.



16. Any dispute arising out of or in connection with this Agreement shall be resolved amicably through mutual discussions.

17. If the Parties are unable to resolve the dispute amicably, the dispute shall be dealt with in accordance with Indian laws.



18. That the Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the Settlement Agreement and not to dispute the same hereinafter in future.

19. By signing this Settlement Agreement, the Parties hereto state that they have no further claims or demands against each other arising out of the present Suit and have settled their disputes and differences arising out of the present Suit amicably through the process of Mediation.

2. Accordingly, the suit is decreed in terms of the settlement agreement dated 04.09.2026. All pending applications are also disposed of.
3. Let a decree-sheet be drawn up by the Registry accordingly.

AVNEESH JHINGAN, J

MAY 14, 2026
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