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

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Decided on: 21st July, 2017

+ **CS(OS) 524/2009**

RAKESH CHADHA @ RAKESH PALJEE CHADHA..... Plaintiff
Represented by: Mr. Mohit Jolly, Advocate.

versus

KAMAL CHADHA Defendant

Represented by: Ms. Sonali Malhotra and Mr.
Amit Sanduja, Advocates.

+ **CS(OS) 1883/2009**

KAMAL PALJEE CHADHA Plaintiff

Represented by: Ms. Sonali Malhotra and Mr.
Amit Sanduja, Advocates.

versus

RAKESH PALJEE CHADHA AND OTHERS E+..... Defendants

Represented by: Mr. Mohit Jolly, Advocate.

+ **TEST.CAS. 96/2008**

SHRI KAMAL PALJEE CHADHA Petitioner

Represented by: Mr. Amit Sanduja, Advocate.

versus

THE STATE & OTHERS Respondents

Represented by: Mr. Mohit Jolly, Advocate for
respondent Nos. 2 to 4.

+ **TEST.CAS. 73/2013**

RAKESH CHADHA @ RAKESH
PALJEE CHADHA

..... Petitioner

Represented by: Mr. Mohit Jolly, Advocate.

versus

THE STATE & ORS Respondents
Represented by: Mr. Amit Sanduja, Advocate
for respondent Nos. 2 to 4.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

MUKTA GUPTA, J. (ORAL)

CS(OS) 524/2009, CS(OS) 1883/2009 and I.A. No. 2965/2017 (under Order XXIII Rule 3 CPC) and TEST.CAS. 96/2008 and TEST.CAS. 73/2013 and I.A. No. 8947/2016

1. In CS (OS) No. 524/2009 filed by Rakesh Chadha @ Rakesh Paljee Chadha impleading Kamal Chadha as defendant, a decree of permanent injunction in favour of the plaintiff and against the defendant is prayed for restraining the defendant, his family members, agents, assignees, attorneys etc. from dispossessing the plaintiff therein from property bearing Industrial Plot No. J-7, admeasuring 1200 sq. yards situated at Udyog Nagar, Peera Garhi, New Delhi and restraining defendant from selling, transferring, disposing off or creating any third party interest in the suit property.
2. In CS (OS) No.1883/2009 Kamal Paljee Chadha prays for a decree of partition in respect of factory premises bearing No. J-7, Udyog Nagar, Peera Garhi, New Delhi in his favour and against Rakesh Paljee Chadha, impleaded as defendant No. 1 and Anuradha Sabharwal impleaded as defendant No. 2. Decree of injunction is also sought restraining the defendants from creating any third party interest.
3. In the two testamentary cases filed, one by Kamal Paljee Chadha and other by Rakesh Paljee Chadha, probate/letter of administration in respect of

the estate of the deceased Shri Dharampal Chadha, their father on the basis of the two Wills dated 21st March, 2005 and 12th April, 2005 is sought.

4. Later Dharampal Chadha passed away on 1st May, 2005 and his wife Smt. Raj Kumar Chadha passed away on 21st January, 2012. The estate of Dharampal Chadha comprised of (a) Plot No. J-7, Udyog Nagar, Peera Garhi, New Delhi and (b) Residential House bearing No. C-564, New Friends Colony, New Delhi-110065. During the pendency of the two suits and the two testamentary cases parties were referred to Delhi High Court Mediation and Conciliation Centre and a settlement agreement has been entered into between the parties, by virtue of which the estate of deceased has been divided between Kamal Paljee Chadha and Rakesh Paljee Chadha. Mrs. Anuradha Sabharwal, their sister claims no share in the suit properties. The terms of the settlement between the parties are as under:

“8. The following settlement has been arrived at between the parties hereto:

- a) That the party of the second part will be the sole and exclusive owner of Industrial Plot No. J-7, Udyog Nagar, Peera Garhi, New Delhi and the party of the first part and the party of the third part have got nothing to do with the same;*
- b) That the property bearing No. C-564, New Friends Colony, New Delhi-110065 consists of basement floor, Ground Floor, First Floor, Second Floor and Terrace Floor;*
 - i. That the basement floor, Ground Floor and Second Floor of property bearing no. C-564, New Friends Colony, New Delhi-110065 will be owned solely and exclusively owned by the party of the First part and the party of the second part and the party of the third part have got nothing to do with the same;*

- ii. *That the first floor of property bearing no. C-564, New Friends Colony, New Delhi-110065 will be solely and exclusively owned by the party of the Second part and the party of the First part and the party of the third part have got nothing to do with the same.*
- iii. *That the terrace Floor of the property bearing No. C-564, New Friends Colony, New Delhi-110065 shall be owned jointly by both the party of the First part and the party of the Second Part in equal shares and the party of the third part have got nothing to do with the same.*

c) *That the Party of the Third Part have got nothing to do with the properties bearing no. Industrial Plot no. J-7, Udyog Nagar, Peera Garhi, New Delhi and property bearing no. C-564, New Friends Colony, New Delhi-110065 and has given up all her claims in favour of the party of the First Part and Second Part. The party of the third part shall sign necessary documents giving up her right in favour of the party of the first part and second part as above, if so required.*

d) *That the parties to the settlement has agreed to the present settlement out of their own free will and accord;*

e) *That in view of the above settlement, the party of the first part and party of the second part shall withdraw Test Cas No. 73/2013 and Test Cas No.96/2008.*

f) *That the parties to the settlement agree that they will put to an end to all the litigation pending between the parties and in view of the settlement arrived between the parties and they will not file any new case [s] against each other w.r.t properties bearing no. Industrial Plot no. J-7, Udyog Nagar, Peera Garhi, New Delhi and property bearing no. C-564, New Friends Colony, New Delhi-110065.*

- g) *That the party of the first part owns solely and exclusive a property bearing no. 8A/28 WEA, Channa Market, Pusa Road, New Delhi-110005 in his name and the party of the second part and the party of the third part have got nothing to do with the same. The party of the Third Part has given up her claim in favour of the party of the First Part.*
- h) *That the party of the second part owns solely and exclusive a property bearing no. 504, Deepshika Building, Rajendra Place, New Delhi in his name and the party of the first part and the party of the third part have got nothing to do with the same;*
- i) *That the parties to the settlement will not claim any share in respect of the property owned individually between the parties.*
- j) *It is agreed between the parties to the present settlement agreement that all the four above mentioned cases shall be disposed of in terms of the present settlement agreement.*

5. Shri Kamal Paljee Chadha, Shri Rakesh Paljee Chadha and Ms. Anuradha Sabharwal are present in Court and are duly identified by their counsels. They state that they have entered into the settlement agreement dated 21st October, 2016 before the Delhi High Court Mediation and Conciliation Centre of their own free will, volition without any coercion and they will act on the said settlement agreement and comply with its terms. Shri Kamal Paljee Chadha, Shri Rakesh Paljee Chadha and Ms. Anuradha Sabharwal have signed the order sheet in acknowledgement of their statements made above.

6. Since parties have settled the matter as noted above, CS (OS) Nos. 524/2009 and 1183/2009 are decreed in terms of settlement above noted.

The decree sheet will incorporate the terms of the settlement arrived at between the parties.

7. Learned counsels for the petitioners in TEST.CAS. Nos. 96/2008 and 73/2013 seek leave to withdraw the same.
8. Test Cas. Nos. 96/2008 and 73/2013 are dismissed as withdrawn.
9. Since the two suits have been disposed of in terms of settlement arrived at between the parties, I.A. No. 2965/2017 (under Order XXIII Rule 3 CPC) in CS (OS) 1883/2009 is disposed off as such.
10. I.A. No. 8947/2016 in Test Cas No. 73/2013 is disposed of as infructuous as parties were referred to mediation and they have entered into a settlement.

(MUKTA GUPTA)
JUDGE

JULY 21, 2017
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