

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/FIRST APPEAL NO. 4689 of 2022**

With
CIVIL APPLICATION (FOR STAY) NO. 1 of 2022
In R/FIRST APPEAL NO. 4689 of 2022

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ARVINDKUMAR TARASSINH RAJPUT

Versus

MATHURASINH TARASSINH RAJPUT

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Appearance:

MR JF MEHTA(461) for the Appellant(s) No. 1,2,3

for the Defendant(s) No. 2,3,4,5

DHRUVIK K PATEL(7769) for the Defendant(s) No. 1

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CORAM: HONOURABLE MR. JUSTICE BHARGAV D. KARIA

Date : 31/07/2023

ORAL ORDER

1. Heard learned advocate Mr. J.F. Mehta for the appellants and learned advocate Mr. Dhruvik K. Patel for the respondent.

2. The learned advocates for both the sides submitted that the parties have settled the matter amicably outside the Court and have placed on record Settlement Agreement arrived at between the parties who are real brothers.

3.The terms of settlement read as under:

"SETTLEMENT AGREEMENT

THE ARTICLES OF THIS AGREEMENT are executed on this 31st day of the month of July of year 2023 at Ahmedabad.

BETWEEN

Mathurasinh Tarasinh Rajput aged:- 68 years residing at Tarachand Bungalow, Gopalnagar, Amraiwadi, Ahmedabad. (Hereinafter for the sake of brevity and convenience referred to as the **First Party**, which expression unless repugnant to the context hereunder shall mean and include himself, his heirs, representative, executors and administrators, etc.)

AND

Arvindkumar Tarasinh Rajput Aged:- 58 Years residing at 12, Himapark Society, part-2, Near Shivam Hospital, Jasodanagar, Ahmedabad. (Hereinafter for the sake of brevity and convenience referred to as the **Second Party**, which expression unless repugnant to the context hereunder shall mean and include themselves, their heirs, representative, executors and administrators, etc.)

WHEREAS dispute had arisen between the parties and the Second party had preferred Regular Civil Suit No. 1434 of 2007 before City Civil Court, Ahmedabad. That suit was rejected by judgement and decree dated 04.05.2022.

WHEREAS, the Second party has preferred First Appeal No.4689 of 2022 before Hon'ble High Court of Gujarat, being aggrieved and dissatisfied by the order dated 04.05.2022 passed by the City Civil Court, Ahmedabad in Civil Suit No. 1434 of 2007, which is pending;

WHEREAS parties have agreed to amicably settle the dispute to which the parties have resolved their disputes amicably along with other disputes on the following terms and conditions:

THEREFORE NOW THIS INDENTURE WITNESSETH AS UNDER:

1. That the both the parties shall have equal share i.e. 50% in the Land situated at Survey no. 41/2/2, Moje Baghefirdos, Near CTM Cross Road, Ahmedabad.

2. That the business of father of the parties Tarasinh Rajput has been closed since long, parties agrees not to claim any profit or loss out of the said business.

3. First Party shall have 100% share in the Bungalow situated and known

as Tarachand Bungalow, Gopalnagar, Amraiwadi, Ahmedabad bearing 2 plots and construction therein

4. First Party shall have 100% share in the Shop no. 58/11/FF, 58/12/FF, 58/13/FF and 58/2/F situated in Arvind estate - Part 2, CTM Cross Road, Ahmedabad.

5. Second Party shall have 100% share in the remaining shops i.e. 58/6, 58/7, 58/8, 58/9, 58/10, 58/11, 58/12, 58/13, 58/26 situated in Arvind estate -Part 1, CTM Cross Road, Ahmedabad

6. Second Party shall have 100% share in the remaining shops i.e. 58/2/1, 58/4, 58/7, 58/8, 58/2/9/1, 58/2/9/2, 58/2/F-2, 58/2/F-4, 58/2/F-6, 58/2/22/1, 58/19, 58/22/1, 58/23, 58/24, 58/25, 58/6, situated in Arvind estate -Part 2, CTM Cross Road, Ahmedabad.

7. That the shops mentioned in serial no. 4,5,6, are not been sold to any third party by either of the parties.

8. Parties shall complete the formalities as per the agreed term within 60 days from today and shall cooperate with each other in completion of the formality.

9. That the parties shall execute such memorandum of understanding in addition to this agreement for the

purpose of execution of this agreement.

10. That the parties hereby agrees that the First Appeal no. 4689 of 2022 will be disposed by in accordance with this settlement terms.

11. That both the parties hereby declare upon execution of this agreement that all their disputes are settled against each other and neither of party shall have right, claim, interest or demand against the either party in any manner whatsoever except for breach of this agreement, if any.

12. This agreement is made in two originals and each party will keep one original of this agreement with it."

4.The aforesaid Settlement Agreement executed on 31.07.2023 is ordered to be taken on record.

5.The parties are expected to abide by the terms of the settlement.

6.As agreed between the parties, this First Appeal along with Civil Application is disposed of as per the terms of Settlement Agreement.

RAGHUNATH R NAIR

(BHARGAV D. KARIA, J)