

Shashi Bala Gupta & Ors vs Ravinder Kumar Gupta & Ors on 16 December, 2020

Author: Mukta Gupta

Bench: Mukta Gupta

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* IN THE HIGH COURT OF DELHI AT NEW DELHI
+ CS(OS) 386/2020
I.A.11257/2020 (under Order VII Rule 14 CPC)
I.A.11258/2020 (under Order XXXIX Rule 1 and 2 CPC)
SHASHI BALA GUPTA & ORS. Plaintiffs

Represented by: Mr. Dinesh Garg, Advocate with
Ms.Rachna Agrawal, Advocate along
with plaintiffs in person through
video conferencing.

versus

RAVINDER KUMAR GUPTA & ORS. Defendant
Represented by: Ms. Vandana Bhatnagar, Advocate
along with defendants in person
through video conferencing.

CORAM:
HON'BLE MS. JUSTICE MUKTA GUPTA
ORDER

% 16.12.2020 The hearing has been conducted through Video Conferencing. I.A.12147/2020 (under Order XXIII Rule 3 and 3A CPC read with Section 151 CPC - by the plaintiffs and defendants)

1. By this joint application the plaintiffs and defendants seek decree of the suit in terms of the Family Settlement arrived at between the parties and reduced into writing on 16th June, 2020, which forms part of the present application.

2. Taking the Family Settlement on record, the suit is decreed in terms of the settlement.

3. Application is disposed of.

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1. The present suit has been filed by the plaintiffs, namely, Smt. Shashi Bala Gupta, Rahul Gupta, his

wife Pooja Gupta, Rohit Gupta, his wife Aastha Gupta and Rohini Gupta. Smt. Shashi Bala Gupta, Rahul Gupta, Rohit Gupta and Rohini Gupta being the legal heirs of Late Shri Mohinder Kumar Gupta, brother of defendant No.1(a). Defendants in the suit are Ravinder Kumar Gupta, his wife Anjali Gupta, his son Shashank Gupta and two daughters Tanvi Gupta and Bhavya Gupta.

2. By this suit the plaintiffs had, inter alia, sought a decree of declaration, declaring the rights and entitlement, liabilities and obligations of each of the parties in terms of the Oral Settlement dated 9th June, 2020, which has been reduced into writing by the Memorandum of Family Settlement dated 16th June, 2020 as also the permanent injunction.

3. When the suit came up before this Court on 1st December, 2020 for the hearing on the first day at the outset the learned counsel for the plaintiffs stated that on the service of advance notice in the suit, the parties are again negotiating the settlement and thus he prayed for an adjournment resulting in filing of I.A.12147/2020 under Order XXIII Rule 3 CPC.

4. The plaintiffs and defendants are present in Court through video conferencing and are duly identified by their respective counsels. They affirm the Memorandum of Family Settlement dated 16th June, 2020 duly recorded between the parties and agree to abide by the terms thereof. The terms of Memorandum of Family Settlement dated 16th June, 2020, pursuant to which the joint properties which were either purchased in individual or joint names or were HUF properties have been divided and allotted to the CS(OS) 386/2020 Page GUPTA parties as under:-

Sl. Property fell to the share Description of Property No. of

i) Mrs. Shashi Bala Gupta - Entire freehold built-up Plaintiff No.1 property bearing No.S-257, Greater Kailash Part-II, New Delhi-110048 along with land ownership rights in the plot of land measuring 300 sq. yds.

ii) Mrs. Shashi Bala Gupta - Plot of land bearing No.B-189, Plaintiff No.1 measuring 203.13 sq. yds., situated at Greenfields Colony, Faridabad (Haryana)

iii) Mrs. Shashi Bala Gupta - Land, Building with Plant and Plaintiff No.1 Machinery constructed on Plot of land bearing No.136, Roz Ka Meo Industrial Area, Near Sohna, Tehsil Nuh, Distt.

Mewat, Haryana

iv) Mrs. Shashi Bala Gupta - Terrace of Plot No.13, LSC, Plaintiff No.1 Prashant Vihar, Rohini, Outer Ring Road, Delhi

v) Shri Rahul Gupta - Shop Bearing No.F-22, on Plaintiff No.2(a) First Floor, having an area measuring about 359 sq. ft.

constructed on plot of land bearing No.S-II, measuring 575.75 sq. mtrs., in the building known as 'Savitri Market, situated at Sector-18, Noida (U.P.

vi) Shri Rahul Gupta - Flat No.333 (erstwhile Flat Plaintiff No.2(a) No.318) on Third Floor, having an area measuring about 750 sq. ft., in the building known as 'Vatika Technology Park', situated in the Revenue Estate of Village CS(OS) 386/2020 Page GUPTA Badhshahpur, Sohna Road, Tehsil & District Gurugram (Haryana), known as Sector-

		49, HUDA, Gurugram (Haryana)
vii)	Shri Rahul Gupta - Plaintiff No.2(a)	Hall 'A' on Second Floor (Front Portion) having an area measuring about 825 sq. ft., constructed on plot of land

sq. mtrs., in building known as 'Savitri Market', known C-1/7, Local Shopping Centre, Janakpuri, New Delhi -

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viii) Shri Rahul Gupta - Hall 'B' on Second Floor (Rear Plaintiff No.2(a) Portion) having an area measuring about 825 sq. ft., constructed on plot of land sq. mtrs., in building known as 'Savitri Market', known C-1/7, Local Shopping Centre, Janakpuri, New Delhi -

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ix) Shri Rahul Gupta - Plot of land bearing No.B-636, Plaintiff No.2(a) measuring 182.86 sq. yds., situated at Greenfields Colony, Faridabad (Haryana)

x) Mrs. Pooja Gupta - 1/2 (one-half) undivided share Plaintiff No.2(b) of entire freehold built-up property bearing No.14, measuring 288 sq. mtrs., situated at Community Centre, Okhla Phase-I, New Delhi

xi) Shri Rohit Gupta - Shop Bearing No.F-21, on Plaintiff No.3(a) First Floor, having an area measuring about 359 sq. ft.

CS(OS) 386/2020 Page GUPTA constructed on plot of land bearing No.S-II, measuring 575.75 sq. mtrs., in the building known as 'Savitri Market, situated at Sector-18, Noida (U.P.

xii) Shri Rohit Gupta - Plot of land bearing No.B-209, Plaintiff No.3(a) measuring 203.13 sq. yds., situated at Greenfields Colony, Faridabad (Haryana)

xiii) Mrs. Aastha Gupta - 1/2 (one-half) undivided share Plaintiff No.3(b) of entire freehold built-up property bearing No.14, measuring 288 sq. mtrs., situated at Community Centre, Okhla Phase-I,

New Delhi

xiv) Shri Ravinder Kumar 50% undivided share of entire Gupta - Defendant No.1(a) freehold built-up property bearing No.C-32, situated at Greater Kailash Part-I, New Delhi - 110048 with 50% undivided, indivisible and impartible ownership rights in the plot of land measuring 500 sq. yds.

xv) Shri Ravinder Kumar Shop No.G-1, Ground Floor, Gupta - Defendant No.1(a) Plot No. 'N', having an area measuring about 465 sq. ft., constructed on plot of land bearing No. 'N', measuring 177.442 sq. mtrs., in the building known as 'Savitri Market, situated at Tagore Park Shopping Centre, Tagore Park, New Delhi xvi) Shri Ravinder Kumar Shop No.G-2, Ground Floor, Gupta - Defendant No.1(a) Plot No. 'N', having an area measuring about 430 sq. ft., CS(OS) 386/2020 Page GUPTA constructed on plot of land bearing No. 'N', measuring 177.442 sq. mtrs., in the building known as 'Savitri Market, situated at Tagore Park Shopping Centre, Tagore Park, New Delhi xvii) Shri Ravinder Kumar Shop No.G-4, Ground Floor, Gupta - Defendant No.1(a) Plot No. 'N', having an area measuring about 232 sq. ft., constructed on plot of land bearing No. 'N', measuring 177.442 sq. mtrs., in the building known as 'Savitri Market, situated at Tagore Park Shopping Centre, Tagore Park, New Delhi xviii) Shri Ravinder Kumar Flat No.F-1, First Floor, Plot Gupta - Defendant No.1(a) No. 'O', having an area measuring about 435 sq. ft., constructed on plot of land bearing No. 'O', measuring 177.442 sq. mtrs., in the building known as 'Savitri Market, situated at Tagore Park Shopping Centre, Tagore Park, New Delhi xix) Shri Ravinder Kumar Flat No.F-2, First Floor, Plot Gupta - Defendant No.1(a) No. 'O', having an area measuring about 500 sq. ft., constructed on plot of land bearing No. 'O', measuring 177.442 sq. mtrs., in the building known as 'Savitri Market, situated at Tagore Park Shopping Centre, Tagore Park, New Delhi xx) Shri Ravinder Kumar Flat No.F-3, First Floor, Plot CS(OS) 386/2020 Page GUPTA Gupta - Defendant No.1(a) No. 'O', having an area measuring about 300 sq. ft., constructed on plot of land bearing No. 'O', measuring 177.442 sq. mtrs., in the building known as 'Savitri Market, situated at Tagore Park Shopping Centre, Tagore Park, New Delhi xxi) Shri Ravinder Kumar Flat No.F-4, First Floor, Plot Gupta - Defendant No.1(a) No. 'O', having an area measuring about 270 sq. ft., constructed on plot of land bearing No. 'O', measuring 177.442 sq. mtrs., in the building known as 'Savitri Market, situated at Tagore Park Shopping Centre, Tagore Park, New Delhi xxii) Shri Ravinder Kumar Entire terrace portion above Gupta - Defendant No.1(a) First Floor, Plot No.P, having an area measuring about 1450 sq. ft., constructed on plot of land bearing No. 'P', plot measuring 177.442 sq. mtrs., in the building known as 'Savitri Market, situated at Tagore Park Shopping Centre, Tagore Park, New Delhi xxiii) Shri Ravinder Kumar Shop bearing No.F-23, First Gupta - Defendant No.1(a) Floor, having an area measuring about 359 sq. ft., constructed on plot of land bearing No.S-II, measuring 575.75 sq. mtrs., in the building known as 'Savitri Market', situated at Sector-18, Noida (U.P.) CS(OS) 386/2020 Page GUPTA xxiv) Shri Ravinder Kumar Shop bearing No.F-24, First Gupta - Defendant No.1(a) Floor, having an area measuring about 366 sq. ft., constructed on plot of land bearing No.S-II, measuring 575.75 sq. mtrs., in the building known as 'Savitri Market', situated at Sector-18, Noida (U.P.) xxv) Shri Ravinder Kumar Flat No.102, First Floor, Gupta - Defendant No.1(a) having an area measuring about 407 sq. ft., constructed on plot of land bearing No.3 & 4, measuring 204 sq. yds., in the building known as 'Savitri Bhawan', situated at Block-A, Preet Vihar, Delhi xxvi) Shri Ravinder Kumar Flat No.103, First Floor, Gupta - Defendant No.1(a) having an area measuring about 264 sq. ft., constructed on plot of land bearing No.3 & 4, measuring 204 sq. yds., in the building known as

'Savitri Bhawan', situated at Block-A, Preet Vihar, Delhi xxvii) Mrs. Anjali Gupta - 50% undivided share of entire Defendant No.1(b) freehold built-up property bearing No.C-32, situated at Greater Kailash Part-I, New Delhi - 110048 with 50% undivided, indivisible and impartible ownership rights in the plot of land measuring 500 sq. yds.

xxviii) Mrs. Anjali Gupta - Hall 'A' on Ground Floor Defendant No.1(b) having an area measuring about 727 sq. ft., constructed on plot of land bearing No.5, CS(OS) 386/2020 Page GUPTA measuring 135 sq. mtrs., in building known as 'Savitri Market', situated at D(P) Block, 5, Local Shopping Centre, Pitampura, Delhi-

110034 xxix) Mrs. Anjali Gupta - Hall 'B' on Ground Floor Defendant No.1(b) having an area measuring about 727 sq. ft., constructed on plot of land bearing No.5, measuring 135 sq. mtrs., in building known as 'Savitri Market', situated at D(P) Block, 5, Local Shopping Centre, Pitampura, Delhi-

110034 xxx) Mrs. Anjali Gupta - Hall 'C' on First Floor having Defendant No.1(b) an area measuring about 785 sq. ft., constructed on plot of land bearing No.5, measuring 135 sq. mtrs., in building known as 'Savitri Market', situated at D(P) Block, 5, Local Shopping Centre, Pitampura, Delhi-110034 xxxi) Mrs. Anjali Gupta - Hall 'D' on First Floor having Defendant No.1(b) an area measuring about 785 sq. ft., constructed on plot of land bearing No.5, measuring 135 sq. mtrs., in building known as 'Savitri Market', situated at D(P) Block, 5, Local Shopping Centre, Pitampura, Delhi-110034 xxxii) Mrs. Anjali Gupta - Terrace above top floor having Defendant No.1(b) an area measuring about 1410 sq. ft., constructed on plot of land bearing No.5, measuring CS(OS) 386/2020 Page GUPTA 135 sq. mtrs., in building known as 'Savitri Market', situated at D(P) Block, 5, Local Shopping Centre, Pitampura, Delhi-110034 xxxiii) Shri Shashank Gupta - Flat No.101 (on First Floor), Defendant No.2 having an area measuring about 678.50 sq. ft., constructed on plot of land sq. mtrs., in building known as 'Savitri Plaza-I, situated at Local Shopping Centre-II, Mandawali, Fazalpur, Patparganj, Delhi-110092 xxxiv) Shri Shashank Gupta - Flat No.102 (on First Floor), Defendant No.2 having an area measuring about 678.50 sq. ft., constructed on plot of land sq. mtrs., in building known as 'Savitri Plaza-I, situated at Local Shopping Centre-II, Mandawali, Fazalpur, Patparganj, Delhi-110092, xxxv) Shri Shashank Gupta - Flat No.201 (on Second Floor), Defendant No.2 having an area measuring about 743.50 sq. ft., constructed on plot of land sq. mtrs., in building known as 'Savitri Plaza-I, situated at Local Shopping Centre-II, Mandawali, Fazalpur, Patparganj, Delhi-110092 xxxvi) Shri Shashank Gupta - Flat No.202 (on Second Floor), Defendant No.2 having an area measuring about 743.50 sq. ft., CS(OS) 386/2020 Page GUPTA Signing Date:19.12.2020 16:11:32 constructed on plot of land sq. mtrs., in building known as 'Savitri Plaza-I, situated at Local Shopping Centre-II, Mandawali, Fazalpur, Patparganj, Delhi-110092 xxxvii) Ms. Bhavya Gupta - Plot of land bearing No.C-

Defendant No.4 3403, measuring 341.24 sq. yds., situated at Greenfields Colony, Faridabad (Haryana)

5. The application is duly signed by all the plaintiffs and the defendants who affirm their signatures as also agree to abide by the further terms of the Memorandum of the Family Settlement which are

recorded thereafter from paras (ii) to (x), which are reproduced as under:-

"ii) the parties do hereby agree, accept and confirm that the terms of Oral Settlement dated 09.06.2020 were reduced in writing in the form of Memorandum of Family Settlement dated 16.06.2020, copy whereof is being placed on record.

iii) the parties do hereby agree, accept & confirm that the plaintiffs and defendants will abide by the terms as contained in Memorandum of Family Settlement dated 16.06.2020 in all respects;

iv) each party do hereby confirm of having released, relinquished and dis-claimed his/her shares, rights, title and interest in the properties so settled in favour of the party, in whose favour the property has been so settled;

v) each party, in whose favour the property has been so settled, shall be fully entitled and empowered to enjoy his/her respective property as absolute owner thereof including to receive rents/ profits of their respective properties in their respective names, without any claim or objection from the other parties;

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vi) the parties do hereby agree, accept & confirm that so far as the properties whose Conveyance Deed/Sale Deed has not been executed till date, the respective allottee(s) / recipient of such property shall be fully entitled and empowered to get the Conveyance Deed/Sale Deed executed and registered in their respective names without any objection/hindrance by the other party;

vii) each party in whose favour the property has been so settled is entitled to mutation in the official, Municipal or other records regarding the ownership of the properties/portions in accordance with this settlement and the other parties shall render each other mutual help without any type of consideration in obtaining the necessary mutation/changes;

viii) each party shall, from time to time and at all times hereafter, at the request of the other party do and execute or cause to be done or executed all such further or other lawful acts, deeds, things and assurances in law for further better or more perfectly assuring in law whatsoever or for further better assuring, settling, transferring, granting, assigning the properties/assets so settled in favour of the party, in whose favour the property has been so settled and also in order to give full effect to the terms of Memorandum of Family Settlement;

ix) none of the party shall do any act, deed of thing which may affect the interest/share of the other party in the suit property or which may be proved detrimental to the interest of the other party;

x) the parties shall bear their own costs."

6. Since the parties have entered into a settlement of their own free will, volition, without any coercion or fraud, the suit is decreed in terms of the Family Settlement as noted above. Decree sheet will incorporate the terms of Settlement arrived at between the parties.

7. Court fee be returned to the Plaintiff No.1 in terms of Section 16-A of the Court Fees Act. The Registry will issue necessary certificate in this CS(OS) 386/2020 Page GUPTA Signing Date:19.12.2020 16:11:32 regard.

I.A.11257/2020 (under Order VII Rule 14 CPC) I.A.11258/2020 (under Order XXXIX Rule 1 and 2 CPC)

1. Applications are disposed of as infructuous.
2. The date of 21st December, 2020, already fixed in the suit and applications is cancelled.
3. Order be uploaded on the website of this Court.

MUKTA GUPTA, J.

DECEMBER 16, 2020
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