

**Delhi High Court Mediation and Conciliation Centre  
Delhi High Court, Sher Shah Road, New Delhi**

**Date:** \_\_\_\_\_

**SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into on \_\_\_\_\_.

**BY AND BETWEEN:**

1. PARTY A [hereinafter referred to as the '**Plaintiff No. 1**'];
2. PARTY B [hereinafter referred to as the '**Plaintiff No. 2**'];
3. PARTY C [hereinafter referred to as the '**Plaintiff No. 3**'];
4. PARTY D. [hereinafter referred to as the '**Plaintiff No. 4**'];
5. PARTY E [hereinafter referred to as the '**Plaintiff No. 5**'];

**AND**

PARTY F [hereinafter referred to as the "**Defendant**"].

The word 'Plaintiffs', wherever, mentioned in the present Settlement Agreement, shall include Plaintiffs No. 1 to 5, their legal heirs, successors, representatives, assignees etc.

The Plaintiffs and Defendant are collectively referred to as 'Parties'.

**WHEREAS**, Late \_\_\_\_\_ and Late \_\_\_\_\_ were real Brothers.

**WHEREAS**, Late \_\_\_\_\_ is the Husband of the Plaintiff No. 1 and Father of the Plaintiffs No. 2 to 5. Late \_\_\_\_\_ is the Father of the Defendant.

**WHEREAS**, Plaintiff No. 1 is the real Paternal aunt of the Defendant and the Plaintiff No. 2 to 5 are Cousin Sisters of the Defendant.

**WHEREAS**, the Defendant had filed a Civil Suit for Possession and Permanent Injunction \_\_\_\_\_, titled as \_\_\_\_\_ against the Plaintiff No. 1, which is pending adjudication in the Court of \_\_\_\_\_, Ld. ADJ, North West, \_\_\_\_\_ Delhi and said case is listed for next hearing on \_\_\_\_\_.

**WHEREAS**, the Plaintiffs have filed a Civil Suit bearing \_\_\_\_\_, titled as ‘ \_\_\_\_\_ for Declaration, Partition, Permanent Injunction and Rendition of Accounts against the Defendant and the same is pending adjudication before the \_\_\_\_\_.

**WHEREAS**, serious disputes and differences have arisen between the parties hereto, relating to some of the properties owned by the parties, which have disrupted the peace and harmony of the family and affected the family relations.

**AND WHEREAS**, the object of resolving the aforesaid disputes is to bring back family peace and harmony and it has been agreed that the Parties shall bind themselves with the terms and conditions of the present Settlement Agreement.

**WHEREAS**, Late Sh. \_\_\_\_\_ passed away in the year \_\_\_\_\_ and his Wife \_\_\_\_\_ passed away in the year \_\_\_\_\_, leaving behind three Class-I Legal heir, i.e, the Defendant and two daughters namely \_\_\_\_\_.

WHEREAS, \_\_\_\_\_, during his life-time, purchased the property bearing \_\_\_\_\_, vide Perpetual Lease Deed dated \_\_\_\_\_ and thereafter, executed a Gift Deed dated \_\_\_\_\_ in favour of the Defendant.

WHEREAS, \_\_\_\_\_, was purchased in the joint names of \_\_\_\_\_

WHEREAS, after the demise of \_\_\_\_\_ in the year \_\_\_\_\_ and \_\_\_\_\_ in the year \_\_\_\_\_, 50% undivided share of \_\_\_\_\_ in \_\_\_\_\_, had devolved upon the Defendant and two daughters namely \_\_\_\_\_ in equal proportions. \_\_\_\_\_ have relinquished their share in the said Shop in favour of the Defendant vide registered Relinquishment Deeds dated \_\_\_\_\_ and as such, the Defendant assures that they have no-objection in case, the Defendant gifts his entire undivided share in the said \_\_\_\_\_ to the Plaintiff No. 1.

WHEREAS, after the demise of \_\_\_\_\_, his 50% undivided share in \_\_\_\_\_ in Municipal No. \_\_\_\_\_, has devolved upon the Plaintiffs in equal proportions.

WHEREAS, \_\_\_\_\_, was purchased in the joint names of \_\_\_\_\_ and the Defendant and after demise of \_\_\_\_\_, his 50% undivided share in the said Shop has devolved upon the Plaintiffs in equal proportions.

WHEREAS, the Plaintiffs No. 2 to 5 have relinquished their respective shares vide Relinquishment Deeds dated \_\_\_\_\_ in \_\_\_\_\_ in favour of their Mother, i.e, the Plaintiff No. 1.

**WHEREAS**, the matter bearing \_\_\_\_\_ was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide order dated \_\_\_\_\_ passed by \_\_\_\_\_

AND WHEREAS the Parties agreed that Mr. \_\_\_\_\_, Advocate would act as their Mediator in the Mediation proceedings;

AND WHEREAS various mediation sessions were held with the parties and their respective counsel physically on \_\_\_\_\_ and the parties have, with the assistance of Mediator, and their respective counsels have voluntarily arrived at an amicable solution resolving the above-mentioned disputes and differences.

The Parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediator and their respective counsel;

The following settlement has been arrived at between the Parties hereto:

1. The Defendant has agreed to pay a full and final settlement amount of Rs. \_\_\_\_\_), by way of Demand Drafts of \_\_\_\_\_ each bearing Nos \_\_\_\_\_ all dated \_\_\_\_\_ and Demand Draft No \_\_\_\_\_ dated \_\_\_\_\_, all drawn on \_\_\_\_\_ Bank Branch \_\_\_\_\_ in favour of the Plaintiffs No 1 to 5 respectively. The said demand drafts have already been handed over to plaintiffs No. 1 to 5.

2. The Plaintiffs have already handed over vacant and physical possession of \_\_\_\_\_, alongwith the keys of the \_\_\_\_\_on \_\_\_\_\_to the defendant. The Parties have agreed that after the successful accomplishment of the terms of the present Settlement Agreement, the Defendant shall be the exclusive and absolute owner of \_\_\_\_\_and the Plaintiffs undertake not to raise any dispute qua the title and the ownership documents executed in favour of the Defendant in respect to \_\_\_\_\_.
  
3. The Defendant has agreed to execute a Gift Deed in respect to his 50% undivided share in \_\_\_\_\_ in Municipal No. \_\_\_\_\_, in favour of the Plaintiff No. 1, within \_\_\_\_\_days from the date of execution of the present Settlement Agreement. The stamp duty, registration duty and other charges as may be applicable shall be borne by the Donor.
  
4. The Plaintiff No. 1 has agreed to execute a Gift Deed in favour of the Defendant in respect to her 50% undivided share in \_\_\_\_\_within \_\_\_\_\_days from the date of execution of the present Settlement Agreement. The stamp duty, registration duty and other charges as may be applicable shall be borne by the Donor.
  
5. The Parties undertake to co-operate with each other and have agreed that the Gift Deeds, as mentioned in Serial No. 3 and 4, shall be executed on the same date before the Office of concerned Sub-Registrar for the convenience of the Parties. The Defendant has further agreed to bear the entire expenses such as electricity, water, municipal tax and other taxes on \_\_\_\_\_ till the

date of execution of Gift Deeds as both the said shops were in use and occupation of the Sixth Party. Whereas, after the execution of Gift Deeds, the concerned Party/owner shall bear the future costs/taxes/expenses.

6. The Defendant agrees that \_\_\_\_\_, Ground Floor, \_\_\_\_\_, , is exclusively owned and in possession of the Plaintiffs and the Defendant, has no right, title and interest in the said Shop.
  
7. The Defendant agrees that \_\_\_\_\_ is exclusively owned and in possession of the Plaintiffs and the Defendant, has no right, title and interest in the said Flat.
  
8. That the Plaintiffs undertake to withdraw and will not file any claim in future in respect to account and business of the Partnership Firm \_\_\_\_\_.
  
9. Upon receipt of the full and settlement amount, the Plaintiffs shall have no right, title or interest in the Property bearing No. \_\_\_\_\_. The Plaintiffs and the Defendant further undertake to pray for the disposal \_\_\_\_\_, pending in the \_\_\_\_\_in terms of the present Settlement Agreement or for passing a consent Decree in \_\_\_\_\_, as the Hon'ble Court deems fit.
  
10. The Defendant and the Plaintiff No. 1 also undertake to pray for the disposal of \_\_\_\_\_ titled as \_\_\_\_\_, pending in the Court of Ld. ADJ, \_\_\_\_\_, in terms of the present Settlement Agreement or for passing a consent Decree in \_\_\_\_\_ as the Hon'ble Court deems fit.

11. The Parties hereby agree that this Settlement Agreement constitutes a full and final settlement of all claims and counterclaims in relation to the aforementioned Properties. The Parties undertake that once the final settlement amount of \_\_\_\_\_ is received by the Plaintiffs, the Plaintiffs shall not revive any claim against the Defendant.
12. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
13. The Parties admit that none of them possess the original title documents of \_\_\_\_\_. The Parties further undertake to co-operate with each other in getting the certified copies of the title deeds in respect to the said properties.
14. The Parties further agree that any non-compliance of their respective undertakings arising in the present Settlement Agreement, shall amount to the contempt of Hon'ble Court. The parties undertake to do all acts necessary for complying with the terms and condition of the present Settlement Agreement.
15. The Parties have entered upon and signed the present Settlement Agreement, out of their free-will, without coercion and without any undue influence. The Parties have been made understood the contents of the present Settlement Agreement in their vernacular language and they admit the same to be true and correct.

16. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

17. The Parties agree that they shall appear before the Hon'ble Court during virtual hearing or otherwise to make their statements in terms of the present Settlement Agreement.

18. 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.

**PARTIES SIGNATURES**

\_\_\_\_\_  
**(Plaintiff No. 1')**

\_\_\_\_\_  
**(Plaintiff No. 2')**

\_\_\_\_\_  
**(Plaintiff No. 3')**

\_\_\_\_\_  
**Plaintiff No. 4')**

\_\_\_\_\_  
**(Plaintiff No. 5')**



\_\_\_\_\_  
**(Defendant )**

**COUNSELS SIGNATURES**

\_\_\_\_\_  
(Counsels for the Plaintiffs)

\_\_\_\_\_  
(Counsels for the Defendant)

(\_\_\_\_\_)  
**Mediator**