

IN THE COURT OF Ms. MEENU KAUSHIK: DJ – 03: NEW
DELHI DISTRICT: PATIALA HOUSE COURTS : NEW DELHI

CS No. 58565/16
CNR No. DLND010089022016



In the matter of:

Dr. Mrs. Meenakshi Dubey

Versus

Shri Pankaj Aggarwal & Anr.

ORDER:

1 This order shall dispose of the application u/S 340 Cr.P.C. dated 25.01.2017 moved by plaintiff seeking to initiate appropriate action against the defendants for giving false declaration/statement by denying their signature in their family settlement dated 21.07.1998.

2 Arguments on the said application already heard.

3 It is submitted by ld. counsel for plaintiff that present suit is filed by plaintiff seeking permanent injunction thereby restraining the defendant from creating any third party interest or from carrying out any construction on the terrace of second floor of the suit property is filed. It is further stated that plaintiff has relied upon family settlement dated 21.07.1998 in support of her claim

wherein plaintiff and both the defendants had divided the residential house located at Vasant Vihar amongst three of them. It is further stated that as per the family settlement plaintiff was to be the sole owner of second floor portion of the property and the family settlement does not divide the terrace of the 2nd floor of the suit property. It is further stated that family settlement was duly signed by defendant No.2 while being in India and by defendant No.1 in Illinois, USA. It is further stated that as defendant No.1 was residing in USA at that point of time, he signed the same in USA and get it attested from the Notary Public in USA. It is further stated that defendant No.1 in his written statement has denied that there was any such family settlement on 21.07.1998 and the property was agreed to be shared in the manner as alleged. It is further stated that defendant No.2 in her written statement stated that the said family settlement is false and fabricated. It is further stated that both the written statements are supported with the verification clause and the affidavits. It is further stated that at the time of recording of plaintiff's evidence when the said family settlement was being exhibited defendant No.1 objected the same being forged and fabricated and that the same does not contain the correct signatures of the defendants. It is further stated that handwriting expert has given the detailed report mentioning that the signatures of both the defendants on the family settlement dated 21.07.1998 are their genuine signatures. It is further stated that defendant had given false statement/declarations in the judicial proceedings in order to deny the family settlement and thus, the conduct of defendant is liable to be punished u/S 193,199 etc. of

IPC and thus, appropriate action u/S 340 Cr.P.C. be taken against him.

4 Per contra, ld. counsel for defendant no.1 stated that the defendant No.1 in his written statement had not given any incorrect statement by mentioning that “*it is further denied that there was any family settlement on 21.07.1998 and the property was agreed to be shared in the manner as alleged.*”. It is contended by ld. counsel for defendant that since no family settlement was ever arrived between the parties on 21.07.1998 and the said document was got prepared by the plaintiff only to avoid the stamp duty for registration of the 2nd floor of the suit property in her name and hence, defendant No.1 has correctly denied the execution of any such family settlement in the year 1998. It is further stated that defendant No.1 has never denied his signatures in his cross examination on the family settlement dated 21.07.1998, however, defendant No.1 has denied the execution of such family settlement as the same was never arrived between the parties and the said document was prepared only for the benefit of the plaintiff. It is further stated that plaintiff herself has admitted the execution of conveyance deed dated 05.07.2004 which is a registered document in favour of defendant No.1 & 2 and by way of execution of conveyance deed, defendant No.1 & 2 became owner of the said property and that plaintiff has also admitted the execution of registered gift deed in the year 2004 by defendant No.1 & 2 and thus, the alleged family settlement dated 21.07.1998 holds no legal value.

5 Arguments addressed on behalf of the parties are taken into consideration. Record perused.

6 Defendant no.2 has now been expired. Further, it is admitted fact on part of the plaintiff that conveyance deed in favour of the defendants with respect to the subject property was executed in the year 2004 and thereafter one gift deed was also executed by defendants in favour of the plaintiff in the year 2004 itself wherein second floor in the said property was given to the plaintiff. No explanation is given on part of the plaintiff as to why conveyance deed in favour of the defendants only was executed if there was family settlement of the year 1998 with respect to the subject property. It is also admitted fact on part of the plaintiff that she had executed relinquishment deed in past with respect of the subject property. In view of relinquishment deed in past and then execution of conveyance deed after the alleged settlement, the execution of any such family settlement in between these two documents for the purpose of division of share in the property seems doubtful. Moreso, it has remained to be proved on part of plaintiff that the said family settlement was memorandum of past settlement and thus, as the family settlement is not a registered document, the same cannot be considered being hit by sec. 17 of the Indian Registration Act. Accordingly, the contentions on part of the defendant no. 1 that the family settlement was got prepared by the plaintiff to save the stamp duty as earlier one agreement to sell Ex.PW1/DB was got prepared for the same property is found acceptable. Considering the contentions and the series in which various documents are executed, it is found acceptable that there

was no such family settlement with respect to the division in the subject property. Resultantly, it cannot be held that defendant no.1 had deliberately given false statement/declarations in the judicial proceedings in order to deny the family settlement.

7 The present application is accordingly disposed of as not allowed.

*(Announced in the open Court
on 29th April, 2026)*

(Meenu Kaushik)
District Judge-03
Patiala House Courts, New Delhi District
New Delhi