

UTTAR PRADESH

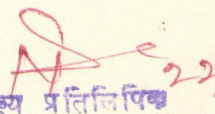
FOR COPYING FEES ONLY

25 P.



21-4-2000

केवल नक़ल की फीस के लिए

आवश्यक स्टाम्प सहित प्रार्थना पत्र देने की तारीख Date on which application is made for copy accompanied by the requisite stamps.	नोटिस बोर्ड पर नक़ल तैयार होने की सूचना की तारीख Date of posting notice on notice board.	नक़ल वापिस दिए जाने की तारीख Date of delivery of copy.	नक़ल वापिस देने वाले अधिकारी का हस्ताक्षर Signature of official delivering copy.
21-4-2000 इन्क्लीस अपेल समूह दोहारा	22-4-2000 वाइस अपेल समूह दोहारा	22-4-2000 वाइस अपेल समूह दोहारा	 मुख्य प्रतिनिपिक सिविल कोर्ट, गाजियाबाद

ज्यापाल सिविल जज (सीनियर) गाजियाबाद

काउसब्या 542/1999

अकुर गार् ४ कृष्ण स्वसपगर्ग झाड़े

गकलडिगी मय समझौला



2 10-0

21-4-2000

मूल वाद में आज्ञाप्ति

13th

Civil Judge (Sr. Division) (आदेश 20, निबन्ध 6-7)
Ghaziabad

न्यायालय CIVIL JUDGE (SR. DIVISION) स्थान GHAZIABAD

जिला GHAZIABAD

मूल संख्या 542 of 1999

संस्थित-दिनांक 22

मास April

सन् 19 99 ई०

Ankur Garg, aged 36 years, Son of Shri Krishan Swarup Garg,
residing at SA-149, Shastrinagar, Ghaziabad.

वादी

Versus

1. Krishan Swarup Garg aged 67 years S/o Late Lala Khacheru Mal Ji, R/o H.No.149(Old Nos 128 & 143), Model Town (East)Ghaziabad.
2. Smt.Urmila Rani Garg, aged 62 years W/o Sri Krishan Swarup Garg, R/o H.No.149(Old Nos 128 & 143), Model Town, (East), Ghaziabad.
3. Deepak Garg aged 38 years S/o Sri Krishan Swarup Garg, R/o H.No. 149(Old No.128&143)Model Town(East)Ghaziabad
4. Krishan Garg aged 33 years S/o Sri Krishan Swarup Garg, H.No.149 (Old Nos 128 & 143), Model Town(East)Ghaziabad.

टिप्पणी—जो पति ऊपर लिखे गये हैं वह पक्षकारों ने जो उपस्थित नहीं हुए, तामील के प्रयोजन से दाखिल किये हैं।

न्यायालय का नाम—
Civil Judge (Sr. Division)
वाद संख्या—
Ghaziabad
पक्षकारों के नाम—

को छोड़कर
..Defendants

Declaration Rs Eighty Lac के लिये दावा
Court Fee Rs200/-

12. That the valuation of the suit for the purpose of jurisdiction and payment of court fee is Rs Eighty lacs, approximate value of the properties mentioned in schedule A, B, C, D and E and fixed court fee for declaration is paid .

13. The Plaintiff prays for the following reliefs:-

(A) That by decree of declaration it be declared that according to the family partition that took place on 31st March, 1999 between parties, the plaintiff is owner in possession of the properties mentioned in schedule 'A' of the annexure of the plaint and the defendants No.1 to 4 are owners in possession of the properties as mentioned in Schedule B, C, D and E respectively of the annexure of the plaint.

(b) That cost of the suit and any other relief to which the plaintiff

Contd...

फॉर्म नं० 29 (आर० ई०) 032 उ० न्यायालय/32--19-4-93--50,000 ।



वादी के लिये श्री भागवत प्रसाद एडवोकेट
विरुद्ध प्रतिवादी के लिये श्री सुभाष चन्द सक्सेना एडवोकेट

असिवक्ता का
असिवक्ता

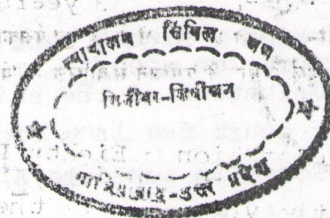
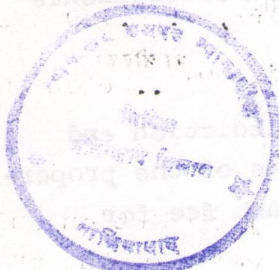
की उपस्थिति में इस वाद के आज दिनांक 21-7-1999 को श्री जयवीर सिंह सिविलजज 8 सी 0 डिवाजन 8
के समक्ष अन्तिम निपटारे के लिये पेश होने पर यह आदेश और आज्ञास्त किया जाता है कि :-

आदेश दिनांक 21-7-1999

गानियाबाद
Civil Judge (Sr. Division)
Ghaziabad

वाद वादी बरख सुलहनामा निर्णीत किया जाता है सुलहनामा कागज सं-11 क

भाग डिग्री होगा । पक्षकारान वाद व्यय अपना-अपना वहन करेंगे ।



और इस वाद के खर्च भददे _____ रुपये की राशि आज की तारीख से जापन की

तारीख तक उस पर

प्रतिशत प्रतिवर्ष की दर से व्याज सहित

द्वारा _____ को दी जाये ।

मेरे हस्ताक्षर और न्यायालय की मुद्रा के सहित आज दिनांक
को दी गई ।

27

मास 7 सन 1999 ई 0

निर्णय तिथि-21.7.1999

तिथि हस्ताक्षर डिग्री-27.7.99

गानियाबाद
Civil Judge (Sr. Division)
Ghaziabad

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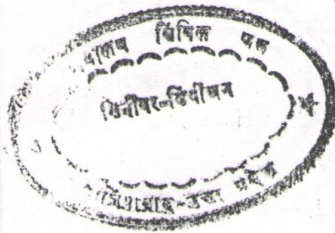
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प्रतिवादी के अमिदकता के हस्ताक्षर

is found entitled may also be given to the plaintiff as against the defendants.

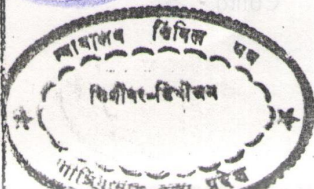
NOTE: Schedule of properties of plaintiff and defendants Nos 1 to 4 are annexed and part of the decree.

Contd. page-3



SCHEDULE - A. Lot of Ankur Garg.

- 1) That Ankur Garg the aforesaid plaintiff has been allotted, and shall be entitled to, and be in the possession of, $\frac{1}{2}$ share in plot bearing No. 183 Model Town (East), old No. 101/ 190 Dayanand Nagar, Ghaziabad. Left side portion adjoining the residence of Smt. Sneh Verma and Legal heirs of late. Shri Chitranjan Verma.
- 2) That he has been allotted, and shall be entitled to, and be in the possession of, plot bearing No. II-A/ 268, Nehru Nagar, Ghaziabad, measuring 167.45 sq. mts. presently standing in the name of Krishan Swarup Garg, Individual.
- 3) That he has been allotted, and shall be entitled to, and be in the possession of, a business entity, a partnership concern, under the name and style of M/s Capri Photo Color Lab, situated at 18, Kiran Enclave, G.T. Road, Ghaziabad, including its tenancy rights, assets and liabilities, goodwill, plant & machinery, and all the benefits attached thereto, on 'As is where is basis', in respect of which the possession had already been handed over to him since 1st April, 1994. It is understood between the parties that a separate dissolution deed shall be executed now between the partners of Capri Photo Color Lab.
- 4) That whatever jewellery, wearing apparels, silverwares, bank / cash / cheques in balances, stock and shares, debentures and other government securities, insurance policies, furniture, fittings and decoratives, and telephone connection are held / possessed by the family member, its valuation has been taken into consideration, and the same shall continue to be held and enjoyed by the family member as such.



SCHEDULE - B. Lot of Krishan Swarup Garg.

- 1) That Krishan Swarup Garg the aforesaid Defendant No. 1 has been allotted, and shall be entitled to, and be in the possession of, $\frac{1}{2}$ share of super structure built on the Vasant cinema land in Khasra No. part of 971, part of 972, 973, part of 974 and part of 975 of Village Bhonja where the business of screening films is being conducted by the partnership firm known as M/s Vasant Chitra Mandir, Nehru Nagar, Ghaziabad.
- 2) That he has been allotted, and shall be entitled to, and be in the possession of, $\frac{1}{4}$ th share in the plot bearing No.183 Model Town (East), old No.101/190 Dayanand Nagar, Ghaziabad. ($\frac{1}{2}$ of $\frac{1}{2}$ share of right side portion and adjoining the residence of Shri Om Prakash Tyagi, Smt Javitri Tyagi and others).
- 3) That he has been allotted, and shall be entitled to, $\frac{1}{2}$ share in the plot of land situated at Bagh Bhatiari, Dharampura, Ghaziabad. This $\frac{1}{2}$ share will be of $\frac{1}{4}$ th share of the total plot allotted to Krishan Swarup Garg on the partition amongst his brothers.
- 4) That he has been allotted, and shall be entitled to, $\frac{1}{2}$ share of $\frac{1}{4}$ th share of plot bearing No. 1/2 and 13 having an area of 1 bigha 12 biswa pukhta in Village Sahibabad, Pargana Loni, District Ghaziabad.
- 5) That he has been allotted, and shall be entitled to, and be in the possession of, $\frac{1}{2}$ share in the plot bearing No. 68, Sector 23, Pocket IV-A, Rohini, New Delhi. measuring 207 sq. mts. allotted in the name of Krishan Swarup Garg. Individual.

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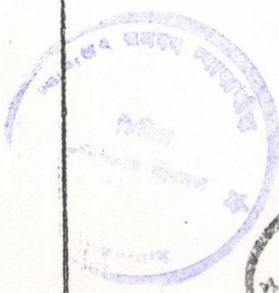
- 5 -

- 6) That he has been allotted, and shall be entitled to, plot bearing No. II-B / 118, Nehru Nagar, Ghaziabad, measuring 169.46 sq.mts. presently standing in the name of Krishan Swarup Garg. Individual.
- 7) That he shall be further entitled to the occupancy rights of residential House No. 149 (old Nos.128 & 143), Model Town (East), Ghaziabad, during his lifetime.
- 8) That whatever jewellery, wearing apparels, silverwares, bank / cash balances, stock and shares, debentures and other government securities, insurance policies, furniture, fittings and decoratives, and telephone connection are held / possessed by the family member, its valuation has been taken into consideration, and the same shall continue to be held and enjoyed by the family member as such.

SCHEDULE - C. Lot of Urmila Rani Garg.

- 1) That Urmila Rani Garg the aforesaid Defendant No. 2 has been allotted, and shall be entitled to, and be in the possession of, $\frac{1}{2}$ share of super structure built on the Vasant cinema land in Khasra No. part of 971, part of 972, 973, part of 974 and part of 975 of Village Bhonja where the business of screening films is being conducted by the partnership firm known as M/s Vasant Chitra Mandir, Nehru Nagar, Ghaziabad.
- 2) That she has been allotted, and shall be entitled to, and be in the possession of, $\frac{1}{4}$ th share in the plot bearing No.183 Model Town (East), old No.101/190 Dayanand Nagar, Ghaziabad. ($\frac{1}{2}$ of $\frac{1}{2}$ share of right side portion and adjoining the residence of Shri Om Prakash Tyagi, Smt Javitri Tyagi and others).

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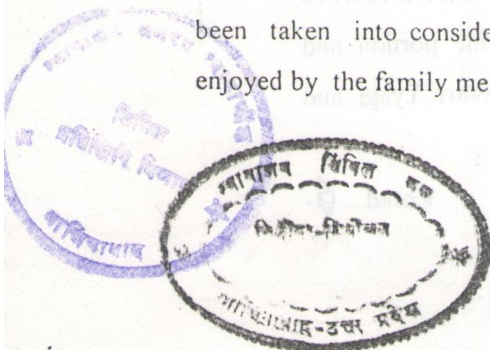
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- 3) That she has been allotted, and shall be entitled to, $\frac{1}{2}$ share in the plot of land situated at Bagh Bhatiari, Dharampura, Ghaziabad. This $\frac{1}{2}$ share will be of $\frac{1}{4}$ th share of the total plot allotted to Krishan Swarup Garg on the partition amongst his brothers.
- 4) That she has been allotted, and shall be entitled to, $\frac{1}{2}$ share of $\frac{1}{4}$ th share of plot bearing No. 1/2 and 13 having an area of 1 bigha 12 biswa pukhta in Village Sahibabad, Pargana Loni, District Ghaziabad.
- 5) That she has been allotted, and shall be entitled to, and be in the possession of, $\frac{1}{2}$ share in the plot bearing No. 68, Sector 23, Pocket IV-A, Rohini, New Delhi. measuring 207 sq. mts. allotted in the name of Krishan Swarup Garg. Individual.
- 6) That she has been allotted, and shall be entitled to, and be in the possession of, plot bearing No. II-B/ 113, Nehru Nagar, Ghaziabad, measuring 167.45 sq.mts. presently standing in the name of Akshay Garg.
- 7) That she shall be further entitled to the occupancy rights of residential House No. 149(old Nos.128 & 143.), Model Town (East), Ghaziabad, during her lifetime.
- 8) That whatever jewellery, wearing apparels, silverwares, bank / cash balances, stock and shares, debentures and other government securities, insurance policies, furniture, fittings and decoratives, and telephone connection are held / possessed by the family member, its valuation has been taken into consideration, and the same shall continue to be held and enjoyed by the family member as such.

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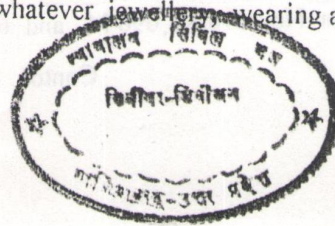
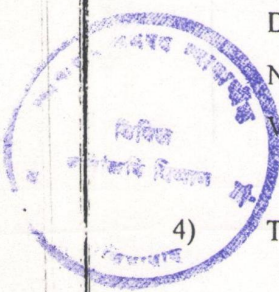
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SCHEDULE - D. Lot of Deepak Garg.

- 1) That Deepak Garg the aforesaid Defendant No. 3 has been allotted, and shall be entitled to, and be in the possession of, $\frac{1}{2}$ share in the Vasant Cinema land in Khasra No. part of 971, part of 972, 973, part of 974 and part of 975 of Village Bhonja, Ghaziabad, Distt. Ghaziabad. There are superstructures built on this land, and such superstructures have been separately allotted to, and given possession of, to Krishan Swarup Garg and Urmila Rani Garg. In the said building a partnership firm, under the name of M/s Vasant Chitra Mandir, Nehru Nagar, Ghaziabad, constituted by Krishan Swarup Garg and Urmila Rani Garg, is running the business of screening films.
- 2) That he has been allotted, and shall be entitled to, and be in the possession of, $\frac{1}{2}$ share in the land and building known as 149 (old Nos. 128 & 143), Model Town (East), Ghaziabad. It is also to be made clear that in respect of the aforesaid building, the occupancy rights have been allotted to Krishan Swarup Garg and Urmila Rani Garg, and that Deepak Garg shall have no right to revoke such occupancy rights during the lifetime of Krishan Swarup Garg and Urmila Rani Garg.
- 3) That he has been allotted, and shall be entitled to, and be in the possession of, $\frac{1}{2}$ share in the agricultural lands in Khasra No. 696 K, 696 M, and 697 measuring 04 Bigha 05 Biswa situated in Village Nangla Chamru, Tehsil Dadri, Distt. Gautam Buddh Nagar, and $\frac{1}{2}$ share in agricultural lands in Khasra No. 316 M, and 317 measuring 02 Bigha 07 Biswa 16 Biswansi situated in Village Luharli, Tehsil Dadri, Distt. Gautam Buddh Nagar.
- 4) That whatever jewellery, wearing apparels, silverwares, bank / cash balances,

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stock and shares, debentures and other government securities, insurance policies, furniture, fittings and decoratives, and telephone connection are held / possessed by the family member, its valuation has been taken into consideration, and the same shall continue to be held and enjoyed by the family member as such.

SCHEDULE - E. Lot of Akshay Garg.

1) That Akshay Garg the aforesaid Defendant No. 4 has been allotted, and shall be entitled to, and be in the possession of, $\frac{1}{2}$ share in the Vasant Cinema land in Khasra No. part of 971, part of 972, 973, part of 974 and part of 975 of Village Bhonja, Ghaziabad, Distt. Ghaziabad. There are superstructures built on this land, and such superstructures have been separately allotted to, and given possession of, to Krishan Swarup Garg and Urmila Rani Garg. In the said building a partnership firm, under the name of M/s Vasant Chitra Mandir, Nehru Nagar, Ghaziabad, constituted by Krishan Swarup Garg and Urmila Rani Garg, is running the business of screening films.

2) That he has been allotted, and shall be entitled to, and be in the possession of, $\frac{1}{2}$ share in the land and building known as 149 (old Nos. 128 & 143), Model Town (East), Ghaziabad. It is also to be made clear that in respect of the aforesaid building, the occupancy rights have been allotted to Krishan Swarup Garg and Urmila Rani Garg, and that Akshay Garg shall have no right to revoke such occupancy rights during the lifetime of Krishan Swarup Garg and Urmila Rani Garg.

3) That he has been allotted, and shall be entitled to, and be in the possession of, $\frac{1}{2}$ share in the agricultural lands in Khasra No. 696 K, 696 M, and 697

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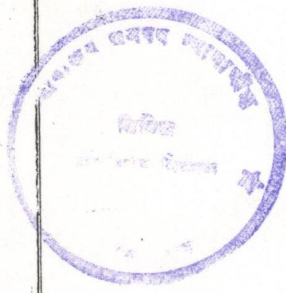


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measuring 04 Bigha 05 Biswa situated in Village Nangla Chamru, Tehsil Dadri, Distt. Gautam Buddh Nagar, and ½ share in agricultural lands in Khasra No. 316 M, and 317 measuring 02 Bigha 07 Biswa 16 Biswansi situated in Village Luharli, Tehsil Dadri, Distt. Gautam Buddh Nagar.

- 4) That whatever jewellery, wearing apparels, silverwares, bank / cash balances, stock and shares, debentures and other government securities, insurance policies, furniture, fittings and decoratives, and telephone connection are held / possessed by the family member, its valuation has been taken into consideration, and the same shall continue to be held and enjoyed by the family member as such.



✓



2000 दिनांक/स्टाम्प - 2000

20-7-99

IN THE COURT OF CIVIL JUDGE (SENIOR DIVISION)

GHAZIABAD.

SUIT No. 542 of 1999.

1107

ANKUR GARG ----- PLAINTIFF.

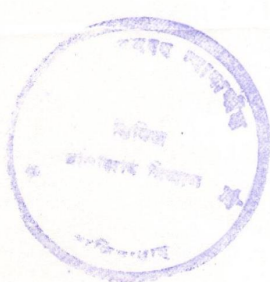
VERSUS

KRISHAN SWARUP GARG & 3 OTHERS ----- DEFENDANTS.

Respected Sir,

In the above suit it is submitted that the parties have compromised the matter in suit outside the court. The parties admit that there had been a mutual family partition on 31st March, 1999 of all the pooled properties held and owned by 'H.U.F' which was known as 'Krishan Swarup Garg H.U.F' and also properties held / owned by other family members i.e. plaintiff Ankur Garg and defendants Krishan Swarup Garg, Urmila Rani Garg, Deepak Garg and Akshay Garg in their Individual and H.U.F capacities.

The details of the properties which were partitioned as on 31st March, 1999, are mentioned in Schedule A, B, C, D, & E, annexed with the plaint. In the said family partition properties mentioned in 'Schedule A' of the plaint fell into the exclusive lot of plaintiff - Ankur Garg ; and the properties mentioned in 'Schedule B' of the plaint fell into the exclusive lot of Defendant No.1 - Krishan Swarup Garg ; and the properties mentioned in 'Schedule C' of the plaint fell into the exclusive lot of Defendant No.2 - Smt Urmila Rani Garg ; and the properties mentioned in 'Schedule D' of the plaint fell into the exclusive lot of Defendant No.3 - Deepak Garg ; and the properties mentioned in 'Schedule E' of the plaint fell into the exclusive lot of Defendant No.4 - Akshay Garg.



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Urmila Rani

Urmila Rani

Deepak Garg

Akshay

Ankur Garg

Blau

S. C. S. S. S.

19/07/99

-2-

What ever properties came into the lot of whose party, that became the owner in possession of that properties since the said date of partition and other parties as well as their heirs & successors remained no concern with the ownership and possession of the properties of that party. There remains no dispute with the ownership and possession of any of the properties mentioned in the 'Schedules' annexed with the plaint. The suit will be decreed and the parties shall bear their own cost of the suit.

It is therefore prayed that the suit be decreed in terms of the above compromise which shall form part of the decree.

Defendants.

Plaintiff.

Krishan Swarup Garg

1) (Krishan Swarup Garg)

Urmila Rani Garg

2) (Urmila Rani Garg)

Deepak Garg

3) (Deepak Garg)

Akshay Garg

4) (Akshay Garg)

Ankur Garg
(Ankur Garg)

identified plff

Bhagwat Prasad

20/7/99
BHAGWAT PRASAD
Advocate

Civil Court GHAZIABAD



Subhash Chandra Saxena
Advocate
GHAZIABAD (U.P.)

BHAGWAT. PRASAD
Advocate
Civil Court GHAZIABAD

यह सन्धिपत्र वादी अकुर गर्ग की ओर से ब्रिश्माखत विधान
अधिवक्ता श्री भगवत प्रसाद एडवोकेट व प्रतिवादीगण विष्णु
स्वर्ण गर्ग, उर्मिला गर्ग, दीपक गर्ग व अक्षय गर्ग की ओर से
ब्रिश्माखत श्री सुभाष चन्द सक्सेना एडवोकेट प्रस्तुत हुआ जो
सुनकर व समझकर पक्षकारान के रूबरू अदालत तसदीक किया
तथा सही माना ।

सिविल जज सी पी डी
गाजियाबाद 21/7/99

Ankur Gang

Pleg. ident. 54

Bhagwat

9

Urmila Ram

Urmila Ram

Deepak Gang.

Akhay

Identified

signature

SCS

Adi

20.7.99

प्रस्तुत कता के नाम
विनोद
20/7/99

मा. नं. 542
दिनांक 20/7/99
बताम 5000 रु.
20/7/99



न्या फोटो प्रतिबिम्ब

22/4/2000
विधि नोट, गाजियाबाद