

PLEASE SEE PAGE NO. 10 & 11

UTTAR PRADESH

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25 P.



21-4-2000

केवल नक्ल की फीस के लिए

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21-4-2000 इन्हीं अपेक्षा दिनांक	22-4-2000 अपेक्षा दिनांक	22-4-2000 अपेक्षा दिनांक	22-4-2000 मुख्य प्रतिलिपि सिविल कोर्ट, पाजियाबाद.

मुमाले सिविल जज (हाईकोर्ट) गोजियाकाद

काठसंघ 542/1999

अकुरार्ग ५ फुण ल्वस्परमांशादि

मामूली भाषा सम्बोध



2 रुपये 10-0 रुपये

10-0

मूल वाद में आन्तिक

13<sup>th</sup>

Civil Judge (Sr. Division) (आदेश 20, निवास 6-7)  
जिला गाजियाबाद  
प्रायालय CIVIL JUDGE (SR. DIVISION) स्थान GHAZIABAD

जिला GHAZIABAD

मूल संख्या 542 of 1999

संस्करण-दिनांक 22

मास April

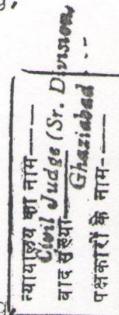
सन् 19 99 ₹ 0

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. Vikash Garg aged 33 years S/o Sri Krishan Swarup Garg, H. No.149  
टिप्पणी—जो पते ऊपर लिखे गये हैं वह पक्कारों ने (Old Nos 128 & 143),  
जो उपस्थित नहीं हुए, ताकील के प्रयोजन से दाखिल किये हैं। Model Town(East)Ghaziabad. को छोड़कर  
प्रतिवादी वाद उल्लेखीय है। 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

प्रायालय/प्रायालय (आरोफ) 032 30 प्रायालय/32-19-4-93--50,000/-

Contd...  
13<sup>th</sup>

13

वादी के लिये श्री भगवत प्रसाद एडवोकेट अभिवक्ता का  
 और प्रतिवादी के लिये श्री सुभाष चन्द्र सत्तेना एडवोकेट अभिवक्ता.  
 की उपस्थिति में इस वाद के आधा दिनांक २०-७-१९९७ को श्री जयवीर सिंह सर्वलज्जन रुपोडवीजन के समक्ष अन्तिम निपटारे के लिये पेश होने पर यह आदिष्ट और आज्ञाप्त किया जाता है कि :- गतियाबाद

आदेत दिनां 21-7-1929 Civil Judge (Sr. Division)  
Ghaziabad

वाद वादी बख्स सुलहनामा निर्णीत किया जाता है सुलहनामा कागज सं- । । क

भाग डिग्री होगा । पक्षारान वाद व्यय अपना-आना वहन करें ।



और इस वाद के खर्च भवदे ~~प्रतिवार्षीय वात्सल्य विवरण~~ रूपये की राशि आज की तारीख से ज्ञापन की

प्रतिशत प्रतिवर्ष की दर से व्याज सहित

द्वारा — को दी जायें।

मेरे हस्ताक्षर और न्यायालय की मुद्रा के साथ आज दिनांक  
को दी गई। २७ मार्च १९७७ सन् १९७७ ५०

ନିର୍ଣ୍ଣୟ ତିଥି-21.7.1999

तिथि हस्ताक्षर डिग्री-२७.७.९९.

Surat Judge (Sr. Division)  
Ghazabat  
P. (1920) 1 - 1921-1922

### वाद के खच्चे

1291

## मुन्तरिस के हस्ताक्षय

४३ श्री भगवत् प्रसाद४३०

## चादी के अभिवक्ता के हस्ताक्षर

C. C. Saxeone

४ श्री सुभाष्यन्द सक्सैना ४८५०

### प्रतिवादी के अमिवक्ता 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



Part of the Deed

130/3

— 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 1<sup>st</sup> 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.



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SCHEDULE - B. Lot of Krishan Swarup Garg.

for Ghaziabad, measuring 169.40 sq. mts. allotted standing in

- 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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130/5

62 -

- 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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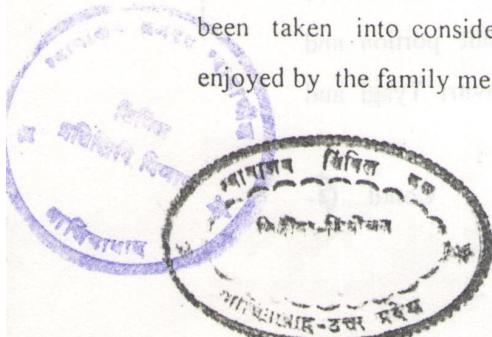


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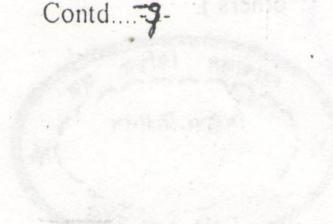
-6-

- 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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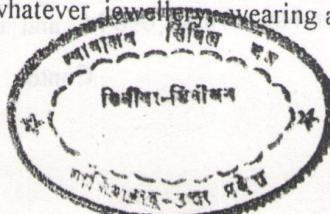


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**SCHEDULE - D. Lot of Deepak Garg.**

- 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,

Contd.... 8



130  
8

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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13/9

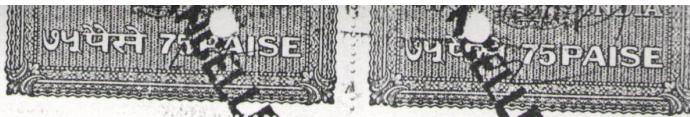
-9-

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, 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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IN THE COURT OF CIVIL JUDGE ( SENIOR DIVISION )

GHAZIABAD.

SUIT No. 542 of 1999.

110/2

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 31<sup>st</sup> 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 31<sup>st</sup> 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.



Contd. ....-2

Ms. Garg

Urmila Rani

Deepak Garg

Akshay

Ankur Garg

Bhawna

S. C. Garg

19/01/2

-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.

Krisan Swarup Garg

1) (Krishan Swarup Garg)

Urmila Rani

2) (Urmila Rani Garg)

Deepak Garg

3) (Deepak Garg)

Akshay

4) (Akshay Garg)

*Identified defendant*

S C Saran

Sudhakar Chandra Sarker  
Advocate  
Chamber No. 232  
District Court Compound  
GHAZIABAD (U.P.)

Plaintiff.

Ankur Garg  
(Ankur Garg)

*Identified plaintiff*

Bhagwan  
BHAGWAT PRASAD  
Advocate  
20/17/99

Civil Court GHAZIABAD

BHAGWAT, PRASAD  
Advocate  
Bhawand.  
Civil Court GHAZIABAD

यह सर्वोन्धिपत्र वादी अचुंर गर्ग की ओर से छाप्तमाछत विद्वान अधिवक्ता श्री भगवत प्रसाद एडवोकेट व प्रतिवादीगण विश्व स्वरूप गर्ग, उर्मिला गर्ग, दीपक गर्ग व अक्षय गर्ग की ओर से विश्वमाछत श्री तुमाष घन्द सक्सेना एडवोकेट प्रस्तुत हुआ जो सुनकर व समझकर पढ़कारान के स्वरूप अदालत तसदीक कीया तथा सही माना ।

सिविल अधिकारी प्रीडी 21/7/95  
गाजियाबाद

Arkan Gang

Plz. identify

Bhawand.

M. S. Gang

Urmila Gang.

Deepak Gang.

Alfrey

Identified

definition

20. 20. 20

20. 20

प्रस्तुत करने का नाम  
दिलीक  
20/7/95

Mr. Bhagwati Prasad Advs. S.C. New Pd.



ज्य शोये प्रतिलिपि

तुम्ह अतिलिपि 24/4/2010  
विदित कोहं, मायामा