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IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CS(OS) 3298/2014

VEENA HANDA & ANR. Plaintiffs

Through : Ms. Manmeet Arora and
Mr.Apoorv Tripathi, Advocates with P-2 in
person

versus

VIJAY KUMAR KHANNA & ORS. Defendants

Through : Mr.Sunil Kadian, Advocate for D-1 &
D-2 with D-1 in person
Ms.Rashmi Verma, Advocate with D-3 in
person

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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21.12.2015

I.A.No.25244/2015 (joint application u/O XXIII R 3 CPC)

1. The present joint application has been filed by the parties stating inter alia that they have been able to negotiate a settlement through the Delhi High Court Mediation & Conciliation Centre which has been reduced into writing vide Settlement Agreement dated 16.11.2015 entered into between the plaintiffs No.1 & 2 and the defendants No.1 to 3 as also the proposed purchaser of the suit premises, one Ms. Nutan Jain.

2. Counsels for the parties state that at the time of filing the

present application, it was considered necessary to seek impleadment of the proposed purchaser of the suit premises for the reason that some of the obligations undertaken by the parties and recorded in the Settlement Agreement dated 16.11.2015, were to be discharged by 15.1.2016. However, after the last date of hearing, all the obligations proposed to be undertaken by the parties qua each other and qua the proposed purchaser have been discharged thus leaving only the execution and registration of the sale deed in favour of the purchaser.

3. The plaintiffs and the defendants No.1 & 2 and 3 have undertaken to abide by the terms and conditions of the Settlement Agreement dated 16.11.2015 and co-operate with the proposed purchaser for purposes of execution and registration of the sale deed in respect of the suit premises in her favour.

4. It is stated that the plaintiffs No.1 & 2 and defendant No.3 were entitled to 1/5th undivided share in the suit premises that has been valued at Rs.13 lacs each and the defendants No.1 & 2 are collectively entitled to 2/5th undivided share in the suit premises which has been valued at Rs.26 lacs. Counsel for the defendants No.1 & 2 clarifies that the defendant No.2 (sister) has already executed a Relinquishment Deed in respect of her 1/5th undivided share in the suit premises, in favour of the defendant no.1. Counsels for the parties confirm that

their clients have received the entire amount payable by the proposed purchaser and now nothing further is due or payable towards their respective shares in the suit premises. Counsels for the parties state that the Settlement Agreement dated 16.11.2015 may be taken on record and the suit be decreed in terms thereof.

5. Learned counsel for the plaintiffs states that initially, it was agreed that the proposed purchaser will hand over post dated cheques worth Rs.26 lacs to the defendants No.1 & 2, but subsequently, the said post dated cheques have been substituted with three pay orders, all dated 15.12.2015 totalling to Rs.26 lacs which are handed over to the defendant No.1 through counsel and duly accepted. The parties have agreed that they shall appear before the Sub-Registrar for purposes of execution and registration of the sale deed in respect of the suit premises in favour of the proposed purchaser on 23rd December, 2015, at 10.00AM.

6. The Court has perused the present application. The same has been signed by the parties as also the proposed purchaser, Ms.Nutan Jain and their respective counsels and is supported by the affidavits of the signatories to the application. Enclosed with the application is a copy of the Settlement Agreement dated 16.11.2015 (original thereof has been placed in part-I file). The same has been signed by the

parties to the suit and the proposed purchaser and their respective counsels as also the learned Mediation.

7. As learned counsels for the plaintiffs and the defendants jointly state that the parties have arrived at the aforesaid settlement of their own free will and volition and without any undue influence or coercion from any quarters, there appears no legal impediment in accepting the settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the application.

8. The suit is decreed in terms of the settlement arrived at and recorded in the application and the Settlement Agreement dated 16.11.2015, while leaving the parties to bear their own costs. Decree sheet be drawn accordingly.

9. The suit is disposed of.

File be consigned to the record room.

HIMA KOHLI, J

DECEMBER 21, 2015

mk/ap