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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
25.

+ **CS(OS) 911/2009**

MR. ASIM KUMAR MITRA & ORS. Plaintiffs
Through: Mr. Devendra Singh, Advocate.

versus

MRS. SHILPI PAUL & ORS. Defendants
Through: Ms. Amrita Sanghi, Advocate.

CORAM:
HON'BLE DR. JUSTICE S.MURALIDHAR

ORDER
% **02.09.2009**

IA No. 10038 of 2009 in CS(OS) No. 911/2009

1. This is an application for taking up the terms of compromise arrived at between the parties on record and praying that the suit may be decreed in terms of the compromise. The application has been signed by Plaintiffs 1, 2 and 3 as well as Defendants 1, 2 and 3. As regards Defendant No.4 Mrs. Rima Basu, she has filed an affidavit dated 28th August 2009 stating that she has no objection to the suit being decreed in terms of the compromise. She states that she has gone through the contents of the application and undertakes to abide by the terms of the compromise. The application is also supported by the individual affidavits of Plaintiffs 1, 2 and 3 as well as that of

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Signature Not Verified

Digitally Signed By: AMULYA
Certify that the digital file and
physical file have been compared and
the digital data is as per the physical
file and no page is missing.

Defendants 1, 2 and 3. In that view of the matter the application is allowed.

CS(OS) No. 911/2009

2. The parties have arrived at a compromise the terms of which have been set out in IA No.10038 of 2009 which has been allowed as hereinbefore. The said terms of compromise read as under:

“(A) That the Plaintiffs including Defendant No.4 are entitled to own and possess the flat in the rear portion, on the ground floor and on the second floor of the suit property. The Plaintiffs have exclusive unhindered, uninterrupted rights, title and interests in the flats falling the rear portion of the ground floor and second floor. The Plaintiffs are also entitled for one car parking space in the drive-way.

(B) That similarly Defendant Nos. 1 to 3 are entitled to own and possess the flat in the front portion, on the ground floor of the suit property. The Defendant Nos. 1 to 3 have exclusive, unhindered, uninterrupted rights, titled and interests in the flats falling in the front portion on the ground floor of the suit property. Since the Defendant Nos. 1 to 3 had already sold and transferred the flat on the front portion of the second floor, falling into their share, together with right in the drive way, to a third party, the Defendant Nos. 1 to 3 have no right to use

the drive-way.

(C) It is mutually agreed between the parties that the builder had already got his share, falling on entire basement, entire first floor, with 50% share in the terrace above the rear portion of the second floor. Hence the same is not the subject matter and issue between the parties.

(D) It is also mutually agreed that all the common areas, including the drive-way, are common for use as common areas, by all the respective flat owners, either falling on the front portion or on the rear portion. All the flat owners have equal right, share, entitlement in the common areas, as per the proportion, described in the Collaboration Agreement.

(E) That it is also mutually agreed, either party should not interfere, interrupt or disturb the peaceful possession and ownership of the either party. The parties to the present suit agreed to abide by the terms of the above compromise and are holding themselves as binding to the aforesaid terms.

(F) It is also mutually agreed that either party have right to sell, transfer, alienate, to create third party interest only in respect of the portion falling into their share and other party would not have any objection against the said transfer, alienation.”

3. The three Plaintiffs as well as Defendants 1 to 3 are present and identified by their respective counsel. Each of them states that they have sworn to the respective affidavits in support of the application in which the terms of the compromise have been set out. Each of them states that they will abide by the terms of the compromise and that they have no objection to the suit being decreed in terms of the compromise.

4. The suit is accordingly decreed in the above terms of compromise.

5. The decree sheet be drawn up accordingly.



S. MURALIDHAR, J

SEPTEMBER 02, 2009
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