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

+ CS(OS) 333/2007

NITIKA DECEASED THROUGH LR Plaintiff
Through: Mr. Sanjay S. Chhabra, Advocate
with plaintiff in person.

versus

SH. JIT SINGH & ORS. Defendants
Through: Ms. Geetika Kapur, Advocate for
D-1(a) and D-2 to D-7.
Mr. Gagan Chawla, Advocate for D-9.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% **03.12.2015**

I.A. 24797/2015 (joint application u/O XXIII R 1 and 3 CPC)

1. The present joint application has been filed by the sole plaintiff and defendants No.2 to 7 and defendant No.9 stating *inter alia* that they had been able to negotiate an out of court settlement prior to 26.10.2015, which was finally reduced into writing vide Settlement Agreement dated 24.11.2015, wherein all the defendants have agreed that the plaintiff shall be the absolute owner of the first floor on the left hand side alongwith a portion of the basement measuring 375 sq.ft. of the suit premises bearing No.G-II/50, Lajpat Nagar-II, New Delhi, measuring 100 sq. yards, as reflected in red colour in the site plan enclosed with the Settlement Agreement and marked as

Annexure-A.

3. Counsels for the parties state that the plaintiff is already occupying the flat on the left side of the first floor of the suit premises and counsel for the defendants No.1(a) and 2 to 7 hands over the keys of the basement to the plaintiff through counsel. Further, counsel for the defendant No.4 hands over two drafts, one for a sum of Rs.30 lacs and another for Rs.25,667/- to the defendant No.9 through counsel in terms of para 6 of the Settlement Agreement in full and final settlement of all the claims of the defendant No.9 against defendant No.4.

4. Counsels for the parties jointly state that as there is nothing left for trial in the present suit, the parties having arrived at a comprehensive settlement and further, request that in view of the medical condition of the plaintiff, who is immobile and has come to court on a wheelchair to have her presence recorded, this Court may take on record the Settlement Agreement and dispose of the suit in terms thereof.

5. The Court has perused the present application. The same has been signed by the plaintiff and the defendants No.2 to 7 and their respective counsels and is supported by the affidavits of the signatories to the application and the Settlement Agreement.

6. As counsels for the parties jointly state that their clients 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 said settlement. The Settlement Agreement is taken on record. The parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement.

7. The application is allowed. The suit is disposed of while leaving the parties to bear their own cost.

HIMA KOHLI, J

DECEMBER 03, 2015

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