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

+ CS(OS) 453/2012 & IAs No.3526/2012, 6139/2012 and
6789-91/2015

JAGBIR SINGH Plaintiff
Through : Plaintiff in person.

versus

JAI SINGH & ANR Defendants
Through : Ms. Mansi Gupta, Advocate with
Mr. Neeraj Mahalwal son of defendant No.1
in person.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% **18.12.2015**

I.A. No.25848/2015 (joint application u/O XXIII R 3 CPC)

1. The present compromise application has been filed by the parties stating *inter alia* that during the pendency of the present proceedings, they have arrived at an out of court settlement.
2. The details of the terms and conditions of the settlement have been reduced into writing by virtue of a Memorandum of Understanding dated 28.11.2015.
3. Counsel for the defendants states that the dispute between the parties, subject matter of the present case, is in respect of two immovable properties, namely, House No.115, Madangir Village, New Delhi measuring 260 sq. meters and House No.90, Madangir Village,

New Delhi measuring 790 sq. meters. However, the parties have arrived at a settlement not only in respect of the captioned immovable properties, but also in respect of a land-holding measuring 10 Killas and 2 bighas situated in village Mesa, Haryana.

4. The manner in which the parties have agreed to deal with the three immovable properties and divide them amongst themselves, has been set out in the MOU. Enclosed with the MOU is a site plan of House No.90, Madangir Village, New Delhi measuring 790 sq. meters, marked as Annexure-B, which reflects the manner in which the suit premises has been demarcated amongst the parties.

5. The plaintiff, who appears in person and is identified by the counsel for the defendants, and the counsel for the defendants jointly state that the defendant No.2, Smt. Vidya Wati, mother of the parties, had expired during the pendency of the suit and the plaintiff and the defendant No.1 are her sole legal heirs. They further state that the MOU has not only been signed by the plaintiff and the defendant No.1 but also by the two sons of the defendant No.1, who have bound themselves down to the terms and conditions of the MOU. They request that the present suit may be decreed in terms of the settlement arrived at between the parties.

6. As the plaintiff and learned counsel for the defendant jointly

state that the parties have arrived at the aforesaid MOU dated 28.11.2015 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 parties shall remain bound by the terms and conditions of the family settlement recorded in the MOU dated 28.11.2015.

7. The application is allowed and the suit is decreed in terms of the settlement arrived at and recorded in the MOU dated 28.11.2015, while leaving the parties to bear their own costs. Decree sheet be drawn accordingly.

8. The suit is disposed of, along with the pending applications.

9. File be consigned to the record room.

DECEMBER 18, 2015
sk/ap

HIMA KOHLI, J