

\$~41

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

+ CS(OS) 1002/2012

DHANESH CHAUDHRY Plaintiff
Through : Mr. Sanjeev Saraswat, Advocate

versus

S.C SINGHAL & ANR Defendants
Through : Mr. Hemant K. Chaudhary, Advocate
for D-1 & 3.

None for defendant No.2.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 02.11.2015

1. Pursuant to the parties being referred to the Delhi High Court Mediation and Conciliation Centre, a Settlement Agreement dated 15.10.2015 has been placed on record. The terms and conditions of the settlement have been set out in para 6 thereof.
2. Counsels for the parties state that due to oversight, while referring to the site plan marked as Ex.A-1 and enclosed with the Settlement Agreement, it was not mentioned that the area shown in red colour in the site plan has fallen to the share of the plaintiff, the area shown in green colour (marked as A,B,C & D) has fallen to the share of defendants No.1 & 3 and the area shown in blue colour has fallen to the share of the defendant No.2.

3. Counsel for the defendants No.1 & 3 confirms the fact that the manner of demarcation of the terrace between the parties as elaborated above by the counsel for the plaintiff is correct. He points out that while drafting the Settlement Agreement, clause 6(h) refers to the fact that the defendants shall vacate and handover the vacant peaceful possession of the servant quarters in their possession to the plaintiff when the construction is completed as per clause 6(d). However, clause 6(g) ought to have been mentioned along with clause 6(d) in clause 6(h) for the reason that overhead tanks placed on top of the servant quarters shall have to be relocated after the servant quarters are reconstructed.

4. Counsel for the plaintiff confirms the aforesaid position and states that he has no objection to clause 6(h) of the Settlement Agreement being modified in the manner suggested above.

5. Counsels for the plaintiff and the defendants No.1 & 3 clarify that though the defendant No.2 had been proceeded against *ex parte* in the suit, he had appeared before the learned Mediator and has signed the Settlement Agreement, as would be apparent from a perusal thereof.

6. Counsels for the parties jointly state that in view of the settlement arrived at between the parties, the present suit may be

decreed.

7. The Court has perused the Settlement Agreement dated 15.10.2015. The same has been signed by the plaintiff, defendants No.1 & 3 and defendant No.2 and by their respective counsels as also by the learned Mediator. Enclosed with the Settlement Agreement is Ex.A-1, which is the site plan of the suit premises. As the counsels for the plaintiff and the defendants jointly state that they 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 Settlement Agreement is taken on record and the parties shall remain bound by the terms and conditions of the said settlement.

8. The suit is decreed in terms of the Settlement Agreement as modified above. Decree sheet be drawn accordingly.

9. The suit is disposed of, along with the pending application, while leaving the parties to bear their own expenses.

10. File be consigned to the record room.

NOVEMBER 02, 2015
sk

HIMA KOHLI, J