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

+ CS(OS) 1705/2013

GURMEET KAUR BAKASHI

..... Plaintiff

Through: Ms. Vandana Bhatia, Advocate with  
plaintiff in person.

versus

RAVINDER SINGH CHOUDHARY & ORS

..... Defendants

Through: Mr. Purushendra Bhardwaj, Advocate  
for D-1 and D-2 with D-1 and D-2 in person.

Defendant No.3 in person.

Mr. Ajay Laroia, Advocate for D-4 to D-6 with  
D-5 in person.

Mr. Balbir Singh Nayyar, Advocate for D-7 to  
D-9 with D-7 in person.

**CORAM:**

**HON'BLE MS. JUSTICE HIMA KOHLI**

**ORDER**

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**03.02.2015**

1. The present suit has been instituted by the plaintiff against her three brothers (defendants No.1 to 3) and the legal heirs of her two deceased brothers (defendants No.4 to 6 and defendants No.7 and 9), praying *inter alia* for passing a decree of partition in respect of property bearing No.4C/3, Old Rajinder Nagar, New Delhi, owned by Shri Jaswant Singh, father of the parties, and holding that the parties are entitled to 1/6<sup>th</sup> share each in the said property.

2. During the pendency of the present proceedings, at the joint request of the counsels for the parties, they were referred to the Delhi

High Court Mediation and Conciliation Centre for arriving at a negotiated settlement. Pursuant thereto, a Settlement Agreement dated 02.02.2015 has been placed on record. The terms and conditions of the settlement have been reduced into writing in para 7 of the Settlement Agreement, whereunder, the parties had agreed that the suit property would be sold outright to a third party for a total sale consideration of ₹1,32,00,000/- and the sale proceeds would be divided amongst the parties to the extent of 1/6<sup>th</sup> share each therein. The settlement records that the defendants No.4 and 6 have already relinquished their respective shares in favour of the defendant No.5.

3. Counsels for the parties state that the sale deed in respect of the suit premises was executed jointly by the parties in favour of the third party on 13.01.2015 and the sale proceeds received by them have been divided equally amongst them to the extent of their respective shares. A copy of the registered Sale Deed has been enclosed with the Settlement Agreement. Counsels for the parties state that in view of the Settlement Agreement, nothing further is due or payable by any of the parties to each other and as their *inter se* disputes have been amicably settled, the suit may be decreed in terms of the said settlement.

4. The Court has perused the Settlement Agreement dated

02.02.2015. The same has been signed by the plaintiff and the defendants No.1 to 3, the defendant No.5 for self and on behalf of the defendants No.4 and 6 and the defendant No.7 for self and on behalf of the defendants No.8 and 9. The same has also signed by the respective counsels and the learned Mediator.

5. 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 and they have sold the suit premises and shared the sale proceeds thereof with each other to the extent of their respective shares and nothing further is due or payable by any of the parties to the other, there appears no legal impediment in accepting the Settlement Agreement.

6. The Settlement Agreement dated 02.02.2015 is taken on record. The parties shall remain bound by the terms and conditions of the settlement arrived at between them.

The suit is disposed of, while leaving the parties to bear their own costs.

7. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement through the court annexed mediation prior to the stage of framing of issues, the

plaintiff is entitled to claim refund of 50% of the court fees in terms of Section 16-A of the Court Fees Act.

8. In view of the aforesaid submission made by the counsel for the plaintiff, the Registry is directed to issue a certificate in favour of the plaintiff for refund of 50% of the court fees, as per law.

9. File be consigned to the record room.

**HIMA KOHLI, J**

**FEBRUARY 03, 2015**

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