

\$~24.

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

+ EX.P. 234/2012

KAPIL DUTT SHARMA

..... Decree Holder

Through: Mr. Saurabh Chauhan, Advocate with
Mr. Varun Jain, Advocate with Decree Holder in
person.

versus

RAM KALI DEVI & ORS

.....Judgement Debtors

Through: JD-1 to JD-4 in person.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

%

08.10.2015

1. The Decree Holder has filed the present execution petition praying *inter alia* for execution of the judgment and decree dated 26.05.2011 passed in CS(OS)1499/2010. Pertinently, the consent decree is based on a Settlement Agreement dated 24.05.2011, entered into between the parties before the Delhi High Court Mediation and Conciliation Centre.

2. At the time when the Decree Holder had filed the present petition, it was his stand that Judgment Debtors have not complied with the terms and conditions of the consent decree. During the pendency of the present petition, on 25.11.2013, the parties were referred to the Mediation Centre. Pursuant thereto, a Settlement

EX.P. 234/2012

Page 1 of 3

Agreement dated 09.12.2013 was placed on record, whereunder the parties had agreed to divide the suit property as per the terms and conditions recorded therein. On 11.12.2013, the parties had requested that a Local Commissioner may be appointed to carry out the demarcation/division of the suit property and deliver possession to the parties of their respective portion in terms of the settlement against acknowledgement.

3. Accordingly, a Local Commissioner was appointed to execute the commission. The Local Commissioner had submitted a report dated 15.01.2014. As per the said report, both the parties had agreed that to divide the premises they would construct a wall between 'X' portion and 'Y' portion in the site plan enclosed as Annexure C to the Settlement Agreement dated 09.12.2013.

4. Counsel for the Decree Holder states that the portion marked in red colour in the site plan has gone to the share of the Decree Holder and the Judgment Debtor No.2 and the portion shown in green colour has gone to the share of the Judgment Debtors No.1, 3 and 4. The Local Commissioner has stated in his report that the parties were constantly at loggerheads and despite assurances given to him, they did not construct the partition wall.

5. Today, the Court is informed by the counsel for the Decree

Holder and by the Judgment Debtors who appear in person that the partition wall has been constructed and both the parties are in possession of their respective portions.

6. In view of the aforesaid submission, nothing further survives for adjudication in the present petition. The decree being satisfied, learned counsel for the Decree Holder states that the execution petition may be disposed of with liberty granted to the parties to approach the Court in case they are unable to take steps to jointly sell the suit property as agreed upon and recorded in the Settlement Agreement dated 24.05.2011, that forms a part of the judgment and decree dated 26.05.2011.

7. Leave, as prayed for, is granted. The petition is disposed of.

OCTOBER 08, 2015
rkb/ap

HIMA KOHLI, J