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

+ CS(OS) 2310/2014 and I.A. 14441/2014

NIRMAL KUMARI SACHDEVA Plaintiff
Through: Mr. Sanjeev Kumar, Advocate with
plaintiff in person.

versus

RACHNA KHANNA & ORS Defendants
Through: Defendants No.1 to 3 in person.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
20.07.2015

I.A. 14347/2015 (by the plaintiff u/O I R 10 CPC)

1. The present application has been filed by the plaintiff praying *inter alia* that the name of the defendant No.4 be deleted from the array of the defendants as he is not a necessary party in the suit proceedings and further, for the reason that the plaintiff (mother of the defendant No.1 and mother-in-law of the defendant No.2) and the defendant No.3(brother of defendant No.2) have arrived at a settlement before the Delhi Mediation Centre, Rohini District Court, upon being referred to mediation by the learned MM.

2. Defendants No.1 to 3 are present in person and are duly identified by the counsel for the plaintiff. They state that they have no objection to the name of the defendant No.4 being deleted from the

array of defendants. They also confirm the fact that they have arrived at a settlement with the plaintiff.

3. For the reasons stated in the application, the same is allowed. The name of the defendant No.4 is permitted to be deleted from the array of defendants. The amended memo of parties enclosed with the present application is taken on record. The same shall be placed in part-I file.

4. The application is disposed of.

I.A. 14348/2015 (joint application u/O XXIII R 3 CPC)

1. The present joint application has been filed by the plaintiff and the defendants No.1 to 3 stating *inter alia* that the parties have settled their dispute in respect of the suit premises before Delhi Mediation Centre, Rohini District Court in a case referred to the Mediation Centre, arising out of FIR No.166/2013, by executing a Settlement Agreement dated 03.07.2014.

2. It is stated by the counsel for the plaintiff that in terms of the settlement, the defendants have agreed to execute documents for transferring the suit premises back in favour of the plaintiff and getting the registered Gift Deed dated 16.04.2013, that had been executed by the plaintiff in favour of the defendant No.1 in respect of the suit premises, cancelled. He states that in view of the settlement

arrived at between the parties, after the Gift Deed dated 16.04.2013 is cancelled as per law, all the parties shall approach the court of the learned MM for quashing of the FIR.

3. The defendants, who are present in Court, confirm the fact that they have arrived at a settlement with the plaintiff of their own free will and pursuant thereto, they have handed over the title documents of the suit premises including the original registered Gift Deed to the plaintiff, who is presently in possession of the suit premises. They state that they shall take necessary steps to get the said Gift Deed cancelled by executing a Cancellation Deed within four weeks from today. The defendants acknowledge that the plaintiff is the lawful owner-in-occupation of the suit premises and they are not left with any right, title or interest therein. The remaining terms and conditions of the settlement are set out in para 2 of the present application. Counsel for the plaintiff and the defendants No.1 to 3, who are present in Court, state that the suit may be decreed in terms of the Settlement Agreement.

4. The Court has perused the present application. The same has been signed by the plaintiff, defendants No.1 to 3 as also the counsel for the plaintiff and is supported by the affidavits of the signatories to the application.

5. As counsel 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 said settlement. The Settlement Agreement dated 03.07.2014 executed by the parties before the Mediation Centre, Rohini District Court and marked as Annexure-A, is taken on record. The parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement. Counsels for the plaintiff and the defendants No.1 to 3 shall affix their signatures on the order sheet in token of their acceptance of the said settlement.

6. The suit is decreed in favour of the plaintiff in terms of prayer clause (a) of the plaint and the settlement arrived at and recorded in the Settlement Agreement dated 25.03.2015, while leaving the parties to bear their own expenses. Decree sheet be drawn accordingly.

7. The suit is disposed of alongwith the pending application, while leaving the parties to bear their own expenses.

8. File be consigned to the Record Room.

HIMA KOHLI, J

JULY 20, 2015

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