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

+ CS(OS) 1875/2009

SH. SHASHIBIR SINGH SARANG Plaintiff
Through: Mr. Ashim Vachhar, Advocate with
plaintiff in person.

versus

SH. KANWAL SUNIR SINGH SARANG & OTHERS Defendants
Through: Mr. Kuldeep Kumar, Advocate for
D-1 and D-4 with D-1 and D-4 in person.
Ms. Savita Rustogi, Advocate for D-2 with D-2
in person.
Mr. K.K. Sharma, Advocate for D-3 with D-3 in
person.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
27.05.2015

I.A. 11739/2015 (joint application u/O XXIII R 3 CPC)

1. The present joint application has been filed by the parties stating *inter alia* that during the pendency of the present suit and another suit, registered as CS(OS) 1356/1994, instituted by the defendant No.2 in respect of the suit premises bearing No.C-108, South Extension, Part-2, New Delhi, they have arrived at an out of court settlement and the said settlement has been reduced into writing by virtue of a Memo of Understanding-cum-Compromise dated 23.05.2015 that has been enclosed with the present application and marked as Annexure-A.

2. Learned counsels for the parties state that the parties have agreed that they shall co-operate with each other in getting the existing built up structure on the aforesaid premises demolished and reconstructed through a builder for which, a separate Collaboration Agreement has been executed by the parties with the builder. They submit that in view of the settlement arrived at and recorded in the Memo of Understanding-cum-Compromise dated 23.05.2015, nothing further survives for adjudication in the present suit, which may be decreed accordingly. Counsels for the parties add that though the defendants No.2 and 3 were proceeded against *ex-parte* in the present suit vide order dated 06.09.2011, they are also signatories to the present application. The defendants No.2 and 3 are present and are duly identified by the remaining parties.

3. The Court has heard the counsels for the parties and examined the averments made in the application. The same has been signed by the parties alongwith their respective counsels and is duly supported by the affidavits of the signatories. Enclosed with the application is a photocopy of the Memo of Understanding-cum-Compromise dated 23.05.2015 that has also been signed by the parties to the suit and two other parties, namely, Mr. Shahzad Zafar Ali and Mrs. Nikhat Shahzad Zafar Ali, described as the owners/occupants of the first floor

of the suit premises, who have also agreed to abide by the terms of the compromise recorded in the document and are stated to be parties in CS(OS)1356/1994, wherein a separate compromise application has been filed. Learned counsels state that the aforesaid application is listed today before the Bench presided over by Jayant Nath, J. and the terms and conditions of the settlement are identical.

4. As counsels for the parties jointly state that their clients 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 parties shall remain bound by the terms and conditions of the settlement recorded in the Memo of Understanding-cum-Compromise dated 23.05.2015(Annexure A).

5. The suit is decreed in terms of the settlement arrived at and recorded in the Memo of Understanding-cum-Compromise dated 23.05.2015 while leaving the parties to bear their own expenses.

6. File be consigned to the record room.

HIMA KOHLI, J

MAY 27, 2015

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