

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

+ **CS(OS) 2099/2013 and IAs No.611/2014,
17441/2013 & 1441/2014**

Decided on 04.02.2015

IN THE MATTER OF :

SANJIV RAI

..... Plaintiff

Through: Mr. Gurmeet Bindra, Advocate with
plaintiff in person.

versus

MRS. BHAVNA RAI

..... Defendant

Through: Mr. Deepak K. Sharma, Advocate
with defendant in person.

CORAM

HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J. (Oral)

I.A.No.2477/2015 (joint application u/O XXIII R-3 CPC)

1. The present compromise application has been jointly filed by the parties(husband and wife) stating *inter alia* that during the pendency of the present proceedings, the parties have arrived at an out of court settlement.

2. The plaintiff has instituted the present suit against the defendant for declaration in respect of the two immovable properties, namely, one flat situated at DLF Phase-V, Gurgaon, Haryana and a plot of land measuring 500 sq. yards at Gurgaon, Haryana. Similarly, the defendant has filed a suit for partition and permanent injunction

against the plaintiff in respect of the aforesaid two immovable properties that is pending in the court of the learned Civil Judge, District Court, Gurgaon.

3. Now, counsels for the parties state that the parties have arrived at an out of court settlement in terms whereof, they have agreed to share the aforesaid two properties that have been jointly purchased by them, in the manner set out in paras 3 & 4 of the application. The parties have also agreed that they shall file a petition for divorce by mutual consent as recorded in the application. Now that neither of parties wish to continue with the litigation, it is requested that the suit be decreed in terms of the settlement and a Deed of Settlement dated 30.1.2015 (Annexure-A).

4. The Court has perused the application. The same has been signed by the plaintiff and the defendant as also by their respective counsels. The application is supported by the affidavits of the parties. Enclosed with the application is a copy of the duly notarized Deed of Settlement dated 30.1.2015, which is duly signed by the parties.

5. As the counsels for the parties state that the parties 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 same. The parties shall

remain bound by the terms and conditions of the settlement arrived at between them.

6. The application is allowed and the suit is decreed in accordance with the terms and conditions stipulated in the application as also in terms of the Compromise Deed dated 30.1.2015, enclosed with the application.

7. The suit is disposed of along with the pending applications.

8. The parties are left to bear their own costs.

9. The date already fixed in the case, i.e., 10.3.2015 stands cancelled.

File be consigned to the record room.

FEBRUARY 04, 2015
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(HIMA KOHLI)
JUDGE