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

+ CS(OS) 2205/2013

VINAY KUMAR MEHRA Plaintiff
Through: Mr. R.P. Sharma, Advocate with
plaintiff in person.

versus

AJAY MEHRA & ORS Defendants
Through: Mr. Amit Sharma, Advocate with LRs
of the deceased D-1, Ms. Niti Mehra, Mr.Yash
Mehra and Ms. Kimal Mehra in person.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
01.07.2015

I.A. 12711/2015 (joint application by the plaintiff and LRs of the deceased defendant No.1 u/O XXIII R 3 CPC)

1. The present joint application has been filed by the plaintiff and the legal heirs of the deceased defendant No.1, stating *inter alia* that during the pendency of the present proceedings, they have arrived at an out of court settlement, reduced into writing by virtue of the Compromise Deed dated 26.05.2015, marked as Annexure A.

2. The suit has been instituted by the plaintiff for seeking partition of the subject premises, namely, property No.II/611, Gali Ghanteshwar, Katra Neel, Chandni Chowk, Delhi. Counsels for the

plaintiff and the legal heirs of the deceased defendant No.1 jointly state that the defendants No.2 to 5 were impleaded in the suit as they were occupying different portions of the suit premises as tenants. It is submitted that on 26.09.2014, counsel for the defendants No.2 and 4 had stated that his clients intended to surrender their tenancy and deposit the keys of the tenanted premises that were in their possession. A perusal of noting file reveals that vide order dated 10.11.2014, the Registrar General had permitted the defendants No.2 and 4 to deposit the keys of the tenanted premises with the Deputy Registrar (Original) and the same were duly received on the very same date and placed in a sealed cover.

3. As for the defendant No.5, it is stated that vide order dated 15.04.2014, the said defendant was proceeded against ex-parte. This leaves the defendant No.3. Counsels for the parties state that the defendant No.3 had vacated the tenanted premises, i.e., the second floor of the suit premises on 30.04.2015 and had handed over the keys to the legal heirs of the deceased defendant No.1. It is thus stated that there is no impediment in allowing the present application.

4. It has been clarified that the only contesting defendants in the present suit are the legal heirs of the deceased defendant No.1. It is an undisputed position that the plaintiff and the deceased defendant

No.1 are the joint owners of the suit premises and both parties have now arrived at a settlement, whereunder the plaintiff and the legal heirs of the deceased defendant No.1, i.e., the widow and two children have arrived at a settlement as recorded in the Compromise Deed dated 26.05.2015, whereunder they have agreed to partition the suit premises by metes and bounds in the manner detailed in para 4 of the Compromise Deed.

5. The present application has been signed by the plaintiff and the three legal heirs of the deceased defendant No.1 and is supported by their respective affidavits. The original Compromise Deed dated 26.05.2015, enclosed with the present application and marked as Annexure A has also been signed by the plaintiff and the legal heirs of the deceased defendant No.1. In the given facts, there does not appear any impediment in allowing the present application.

6. Accordingly, the compromise application is taken on record. The parties shall remain bound by the terms and conditions of the Compromise Deed dated 26.05.2015. The keys of the tenanted premises deposited in Court by the defendants No.2 to 4 shall be handed over to the party so entitled under the Compromise Deed.

7. The suit is decreed in terms of the settlement arrived at between the parties as recorded in the Compromise Deed dated 26.05.2015,

while leaving them to bear their own costs.

8. The application is disposed of.

9. The date fixed, i.e., 22.08.2015 stands cancelled.

JULY 01, 2015
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HIMA KOHLI, J