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

+ CS(OS) 1942/2015

NOMITA BHATIA Plaintiff

Through : Mr. Neeraj Yadav, Advocate

versus

KIRAN BATTA Defendant

Through : Mr. Sidharth Gupta, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% **06.11.2015**

I.A. 23581/2015 (exemption)

Subject to the applicants filing the original/typed copies of the documents annexed with the plaint within four weeks, the application is allowed and disposed of.

IA No.23580/2015 (joint application u/O XXIII R-1 & 3 CPC)

1. The present application has been jointly filed by the parties stating *inter alia* that pursuant to the parties being referred to mediation, they have arrived at a settlement.

2. The plaintiff has instituted the present suit for partition and permanent injunction against her sister in respect of the ground floor and basement of the property bearing No.4 in Block A, Diplomatic Enclave Cooperative Housing Building Society Limited, known as Westend Colony, New Delhi, owned by the mother of the parties.

CS(OS) 1942/2015

Page 1 of 3

3. During the pendency of the present suit, the parties were referred to mediation and pursuant thereto, a Settlement Agreement dated 28.10.2015 has been executed by them, the terms and conditions whereof are set out in para 9. Enclosed with the Settlement Agreement is a site plan marked as Annexure-A.

4. It is stated in the Settlement Agreement that the built up portion on the ground floor shown in blue colour in the site plan shall belong to the plaintiff and the white portion shall belong to the defendant. For the sake of convenience, the portion marked in blue colour has been marked as "Flat No.1" and the portion in white has been marked as "Flat No.2" in the site plan. Counsels for the parties jointly state that the basement is already divided into half with a partition wall and it has been agreed that such of the area of the basement that falls under Flat No.1 shall fall to the share of the plaintiff and the area that falls under Flat No.2, shall fall to the share of the defendant. They request that the Settlement Agreement be taken on record and the suit be disposed of.

5. The Court has pursued the present application. The same has been signed by the plaintiff and the defendant and their respective counsels. The application is supported by the affidavits of the signatories to the application. The Settlement Agreement dated

28.10.2015, the original whereof has been forwarded by the Delhi High Court Mediation & Conciliation Centre, also bears the signatures of the plaintiff and the defendant and their respective counsels as also the learned Mediator.

6. As counsels for the plaintiff and the defendant 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 taking the same on record. The parties shall remain bound by the terms and conditions of the settlement.

7. The suit is disposed of.

8. The date already fixed in the case, i.e., 10.12.2015 stands cancelled.

9. File be consigned to the record room.

NOVEMBER 06, 2015
sk/mk

HIMA KOHLI, J