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

+ CS(OS) 2429/2015

SH KRISHAN KUMAR AGGARWAL Plaintiff
Through : Mr. N.N. Aggarwal, Advocate

versus

MRS SUDHERSHANA TAYAL Defendant
Through : Mr. Amit Chadha, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% **06.11.2015**

I.A. 23585/2015 (joint application u/O XXIII R 3 CPC)

1. The present compromise application has been filed by the parties stating *inter alia* that during the pendency of the present proceedings, they have arrived at an out of court settlement as recorded in the Settlement Agreement dated 12.10.2015, the terms and conditions whereof are set out in para 12.

2. The parties are related to each other being brother and sister and have arrived at a settlement through mediation. Counsels for the plaintiff and the defendant jointly state the suit may be decreed in terms of the settlement.

3. Under the Settlement Agreement, the defendant has acknowledged the plaintiff to be the sole and absolute owner of the

suit property bearing No.M-26, Greater Kailash Part-I, New Delhi, by virtue of the Award dated 27.12.1979, passed by the Sole Arbitrator and made rule of the Court by the High Court of Kenya at Nairobi, vide judgment and decree dated 18.7.1980.

4. Counsel for the defendant states that he has no objection to the plaintiff enjoying the suit premises as he may deem fit.

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 12.10.2015, 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 by 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 accepting the settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the application.

7. The suit is decreed in terms of the settlement arrived at and

recorded in the Settlement Agreement, while leaving the parties to bear their own costs. Decree sheet be drawn accordingly.

8. The suit is disposed of.

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

10. File be consigned to the record room.

NOVEMBER 06, 2015

sk/ap

HIMA KOHLI, J