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

+ **CS(OS) 1413/2011**

SAROJ CHAWLA

..... Plaintiff

Through: Mr. P.P. Ahuja, Advocate with
plaintiff in person.

Versus

SONAL CHAWLA AND ANOTHER

..... Defendants

Through: Ms. Navita Sharma, Advocate for
defendant Nos.1 and 2 with defendant
No.1 in person.

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% **02.03.2016**

**I.A. No.2748/2016 (under Order 23 Rule 3 by plaintiff and defendant
Nos.1 and 2)**

1. This is a joint application (I.A. No.2748/2016) filed by the plaintiff and defendant Nos.1 and 2 under Order 23 Rule 3 of Code of Civil Procedure, 1908 (CPC). Application is signed by the plaintiff and the defendant no.1. Defendant no.1 is the mother and natural guardian of the defendant no.2. Defendant no.1 was also appointed as a guardian *ad idem* of the defendant no.2 by the order of a learned Single Judge of this Court dated

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12.8.2011.

2. In this suit for partition, defendant nos.1 and 2 have agreed to receive a total sum of Rs.90 lacs in full and final satisfaction of their claims in the suit property being ground, second and terrace floor of the property no.F-277, New Rajinder Nagar, New Delhi-110060. Half of the amount i.e Rs.45 lacs was to be received by the defendant no.1 and other half of Rs.45 lacs was to be deposited in the name of the defendant no.2, however, since out of the amount of Rs.90 lacs a sum of Rs.18 lacs has been paid to the defendant no.4 for releasing of the papers with respect to second floor with terrace floor of the suit property, hence a net amount of Rs.72 lacs is now to be received jointly by the defendant nos.1 and 2. Out of the amount of Rs.72 lacs, Rs.36 lacs will be kept in a fixed deposit in the name of the defendant no.2 in a nationalized bank and which amount would be encashed by the defendant no.2 only on attaining majority and which aspect will be brought to the notice of the bank where the fixed deposit is created. Defendant no.1 however can receive the interest on the fixed deposit for the benefit and upbringing of the minor-defendant no.2. The balance amount of Rs.72 lacs in the manner as stated above will be received by the defendant

no.1 for herself and for defendant no.2 at the time of execution of the sale deed in favour of the plaintiff of the suit property by the defendant no.1 for herself and for the defendant no.2.

3. I have examined the terms of the compromise and I agree that compromise is for the benefit of the minor/defendant no.2.

4. In view of the above, the compromise application is accepted and a decree be drawn up in terms of the same. Parties will abide by the terms of the compromise be it of execution of the sale deed or of the plaintiff making payment of amount of Rs.72 lacs to the defendant nos.1 and 2 including the amount of Rs.36 lacs falling to the share of the minor defendant no.2 to be put in a fixed deposit in a nationalized bank.

5. Original documents filed in this Court be returned to the plaintiff against filing of certified copies. The defendant no.1 on receipt of the documents from the defendant no.4 will hand over the original documents of the second floor of the suit property to the plaintiff at the time of execution of the sale deed.

6. Suit is accordingly decreed as compromise between the plaintiff and defendant nos.1 and 2 and the suit is not proceeded with against

defendant nos.3 and 4. A decree be drawn up as per the compromise terms stated in the application. Parties are left to bear their own costs.

I.A. Nos. 9391/2011 (stay) & 3323/2015 (under Order 11 and 12 Rule 14 CPC)

7. Since the main suit is disposed of, these applications are also disposed of accordingly.

VALMIKI J. MEHTA, J

MARCH 02, 2016

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