

\$~19/29/30

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

+ **CS(OS) 2813/2014**

HARSH SETHI Plaintiff

Through: Mr. Shekhar Dasi, Adv.

Versus

BAL KRISHAN SETHI & ORS Defendants

Through: Mr. Preetpal Singh, Adv.

Mr. S.K. Rout, Adv. for D-2 to 5.

AND

TEST.CAS.14/2007

BAL KRISHAN SETHI Petitioner

Through: Mr. Preetpal Singh, Adv.

Versus

STATE & ORS. Respondents

Through: Mr. Shekhar Dasi, Adv.

AND

TEST.CAS.18/2008 & IA No.9320/2016 (for directions)

HARSH SETHI Petitioner

Through: Mr. Shekhar Dasi, Adv.

Versus

STATE & ORS Respondents

Through: Mr. Preetpal Singh, Adv.

Mr. S.K. Rout, Adv. for D-3 to 6.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

%

22.12.2016

IA No.16045/2016 (of the parties under Order XXIII Rule 3 of the CPC) in CS(OS) No.2813/2014.

1. The counsel for the sole plaintiff Harsh Sethi, the counsel for the defendant no.1 Bal Krishan Sethi and the counsel for the defendants no.2 to 5 viz. Smt. Kanta, Smt. Prem Kukreja, Smt. Veena & Smt. Neeru Pamneja state that all parties in this suit for partition of the estate of the parents of the parties have amicably settled the disputes subject matter of the suit on the terms contained in

the Memorandum of Family Arrangement dated 19th December, 2016, copy whereof is annexed along with this application under Order XXIII Rule 3 of the CPC.

2. The counsels also state that the application as well as the Memorandum of Family Arrangement are signed by all the parties and the application is also supported by the affidavits of all the parties.

3. It is further stated that the application is also signed by the counsels themselves and all the parties are personally present in Court today.

4. I have perused the settlement arrived at between the parties as recorded in the application and in the Memorandum of Family Arrangement and find the same to be lawful.

5. The counsel for the defendant no.1 has today in Court handed over the two cheques, copies whereof are filed at internal page no.41 of the compromise application, to the counsel for the plaintiff and the counsel for the defendant no.1 assures that the said cheques are good for payment and will be encashed on presentment.

6. The counsel for the plaintiff has accepted the cheques on the said assurance.

7. As per the compromise, this suit as well as Test Case No.14/2007 and Test Case No.18/2008 taken up along with this suit on 28th September, 2016 are to be withdrawn.

8. Test Cas. No.14/2007 and Test Cas. No.18/2008 are not listed today.

9. The same have been requisitioned and got listed as it is deemed appropriate to dispose of all the proceedings at one time only rather than allowing the testamentary cases aforesaid to remain pending till 23rd January, 2017 when they are stated to be listed next.

10. The files of Test Cas. No.14/2007 and Test Cas. No.18/2008 have also been received and this order is made common to all the three proceedings.
11. The counsel for the petitioner Bal Krishan Sethi in Test Cas No.14/2007 and the counsel for the petitioner Harsh Sethi in Test Cas No.18/2008 withdraw the respective testamentary cases and the counsels for the objectors therein have no objection.
12. Test Cas. No.14/2007 and the Test Cas. No.18/2008 are dismissed as withdrawn.
13. The counsels for the parties in CS(OS) No.2813/2014 state that instead of CS(OS) No.2813/2014 being dismissed as withdrawn, as recorded in the Memorandum of Family Arrangement, the suit be decreed in terms of the compromise application and the Memorandum of Family Arrangement.
14. By the said compromise, the estate of the parents comprising of i) property No.A-16, Gujranwala Town-I, Delhi-110009 has fallen to the exclusive share of defendant no.1 Bal Krishan Sethi in the suit; and, ii) the other property being compensation received from the government on account of acquisition of estate at village Peepalthala has fallen to the share of defendants no.2 to 5 in the suit viz. Smt. Kanta, Smt. Prem Kukreja, Smt. Veena & Smt. Neeru Pamneja.
15. I have put it to the counsels that if they desire a title to all the properties so divided, they will have to pay stamp duty thereon.
16. The counsels state that the stamp duty payable on the decree insofar as relating to property No. A-16, Gujranwala Town-I, Delhi-110009 shall be paid by defendant no.1 Bal Krishan Sethi and the stamp duty payable on the amount of the compensation will be paid by the defendants no.2 to 5 viz. Smt. Kanta, Smt. Prem Kukreja, Smt. Veena & Smt. Neeru Pamneja.

17. The counsels also state that it has in addition been agreed that CrI.M.C. No.2496/2012 filed by Harsh Sethi against Bal Krishan Sethi shall be withdrawn by Harsh Sethi on or before 15th January, 2017.

18. CS(OS) No.2813/2014 is decreed in terms of the compromise application, the Memorandum of Family Arrangement dated 19th December, 2016 annexed thereto and today's order, leaving the parties to bear their own costs. Decree sheet be prepared.

19. Today's order as well as the compromise application and Memorandum of Family Arrangement with annexure thereto to form part of the decree sheet.

20. The date of 23rd January, 2017 in Test Cas. Nos.14/2007 & 18/2008 is cancelled.

RAJIV SAHAI ENDLAW, J

DECEMBER 22, 2016

'gsr'..