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

+ CS(OS) 3051/2011

SUNITA JAIN

..... Plaintiff

Through: Plaintiff in person.

versus

MAYANK JAIN & ORS

..... Defendants

Through: Mr. Sumit Kariwal, Advocate with
Ms. Deepshikha Sharma, Advocate
for defendant Nos.2 and 3.

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% **15.01.2016**

1. In this suit for partition, a preliminary decree was passed on 10.4.2015. Defendant no.1 in the suit is exparte. Between the parties i.e the plaintiff and the defendant nos.2 and 3, a settlement agreement dated 31.12.2015 has been arrived at. This original settlement agreement dated 31.12.2015 has been filed in the Court. Plaintiff and defendant no.2 are present in person. Defendant no.3 is abroad and hence is not personally present but it is confirmed by the counsel that the settlement agreement is signed by the plaintiff and the defendant nos.2 and 3. Counsel for the defendant nos.2 and 3 has also taken me through the settlement agreement and submission is also made by the plaintiff who is present in person that

share of the defendant no.1 is duly taken care of in terms of the settlement agreement.

2. In view of the above, the settlement agreement dated 31.12.2015 which satisfies the scope of Order 23 Rule 3 of Code of Civil Procedure, 1908 (CPC) is accepted and a final decree be drawn up in terms of the settlement agreement dated 31.12.2015, of course on the necessary non-judicial stamp duty being paid as required by law.

3. Suit is accordingly disposed of, leaving the parties to bear their own costs. Parties will be bound by the terms of the settlement and the decree so passed in terms of the settlement agreement.

VALMIKI J. MEHTA, J

JANUARY 15, 2016

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