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

+ CS(OS) 74/2010 and I.A. 584/2010, 1888/2011, 2015/2011 and
23789/2015

SURESH CHAND GOYAL Plaintiff

Through: Mr. Shiv Charan Garg, Advocate
versus

ROSHAN LAL GOYAL Defendant

Through: Mr. Ashok Gupta, Attorney Holder of
the defendant in person.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
10.08.2016

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1. Mr. Garg, learned counsel for the plaintiff submits that the plaintiff has instituted the present suit for partitioning premises bearing H.No.234, Ashok Vihar, Phase-I, Delhi, jointly owned by him and the defendant.
2. On 04.03.2016, with the consent of the parties, a preliminary decree was passed declaring inter alia that the plaintiff and the defendant are owners of 50% undivided share each in the suit premises. Both the parties had stated that the suit premises cannot be partitioned by metes and bounds and accordingly, they had requested that they be referred to mediation for working out the modalities of disposing it off. Pursuant thereto, a Settlement Agreement dated 31.05.2016 has been forwarded by the Delhi High Court Mediation and Conciliation Centre, duly signed by the parties, wherein they have agreed that they shall jointly apply to the DDA for getting the suit premises converted from leasehold to freehold. Counsel for the plaintiff and Mr. Ashok Gupta, Power of Attorney Holder of the defendant

state that necessary application in this regard has already been submitted to the DDA, which is under process. The parties have further agreed that in the meantime, they shall jointly make efforts to identify a suitable purchaser in respect of the suit premises, for which they have fixed the cut off date of 31.12.2016. In the event a suitable purchaser cannot be identified by them in this duration, they shall be at liberty to approach the Court for seeking execution of the judgment and decree.

3. The Court has perused the Settlement Agreement dated 31.5.2016. The same has been signed by the plaintiff and the Power of Attorney Holder of the defendant as also by their respective counsels and the learned Mediator.

4. As counsels for the parties jointly state that the parties 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.

5. The suit is decreed in terms of the settlement arrived at between the parties and recorded in the Settlement Agreement dated 31.5.2016. Decree sheet be drawn accordingly.

6. The suit is disposed of alongwith the pending applications, while leaving the parties to bear their own expenses.

HIMA KOHLI, J

AUGUST 10, 2016

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