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

+ **CS(OS) No.561/2016**

PREETI PAL SINGH & ANR. Plaintiffs

Through: **Mr. Prabhjit Jauhar & Mr. Jagdeep
Vats, Advs.**

Versus

TRIPTA KAUR Defendant

Through: **Mr. Dharmender Sharma, Adv.**

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% 03.11.2016

IA Nos.13623/2016 & 13624/2016 (both for exemptions)

1. Allowed, subject to just exceptions.
2. The applications are disposed of.

CS(OS) No.561/2016 & IA No.13622/2016 (under Order XXXIX Rule 1&2 CPC)

3. The suit has been received post lunch on listing on urgent mentioning.
4. The two plaintiffs have sued the defendant, who is the daughter-in-law of the plaintiff no.1, for permanent injunction to restrain the defendant from entering the property No.R-702, New Rajender Nagar, New Delhi belonging to the plaintiffs and for mandatory injunction removing the defendant from the said property.
5. Mr. Dharmender Sharma, Advocate along with the defendant appears and the counsel for the plaintiffs and the counsel for the defendant state that since the filing of the suit all the disputes and differences between the

plaintiffs and the defendant as also between the defendant and her husband i.e. the son of the plaintiff no.1 have been mutually and amicably settled on the terms and conditions contained in the Settlement Agreement dated 3rd November, 2016 which is handed over in Court and is taken on record.

6. The counsel for the plaintiffs states that the said Settlement Agreement has been signed on each and every page by Sh. Amarpal Singh, Power of Attorney holder of the plaintiff no.1 and the son of plaintiff no.1 Sh. Tanvir Singh, who is husband of the defendant and which Mr. Amarpal Singh is present in Court and whose signatures he identifies.

7. Similarly, Sh. Dharmender Sharma, Advocate for the defendant states that the said Settlement Agreement has been signed on each and every page by the defendant and on the last page also bears the right thumb impression of the defendant. The defendant as identified by Mr. Dharmender Sharma, Advocate also confirms the same.

8. Mr. Dharmender Sharma, Advocate also hands over his vakalatnama and which is also taken on record.

9. I have perused the Settlement Agreement dated 3rd November, 2016 executed by the plaintiff no.1, the defendant and by Sh. Tanvir Singh being the son of the plaintiff no.1 and husband of the defendant.

10. In the Settlement Agreement dated 3rd November, 2016 it has *inter alia* been agreed that immediately on the expiry of one year from the date since when the defendant and her husband are staying separately, they shall present a petition for dissolution of their marriage by a decree for divorce and will not withdraw their consent thereto and have provided for the consequences of withdrawal of the consent.

11. I have asked the defendant as identified by her counsel present in Court whether she has considered the decision with a cool mind and have explained to her the spirit of Section 14 of the Hindu Marriage Act, 1955 i.e. of the need to provide the cooling period of one year for presentation of the petition for dissolution of marriage and the concept of six months between the two motions of divorce by mutual consent.

12. The defendant states that considering the differences which have arisen between her and her husband, she has made up her mind.

13. Making the Settlement Agreement subject to the provisions of the Hindu Marriage Act, 1955, the same is found lawful and is allowed.

14. The defendant as identified by her advocate on enquiry states that she has already received a sum of Rs.10 lacs from the plaintiff no.1 as recorded in the Settlement Agreement dated 3rd November, 2016.

15. The counsel for the plaintiffs has today in Court handed over a bank draft bearing No.220028 in the name of the defendant for another sum of Rs.10 lacs to the defendant through her counsel and the defendant admits receipt thereof.

16. The counsel for the plaintiffs states that the said bank draft is good for payment.

17. The defendant states that she has removed all her articles from the property No.R-702, New Rajender Nagar, New Delhi and has in Court handed over symbolic possession of the same to the attorney of the plaintiffs as identified by the counsel for the plaintiffs and the counsel for the plaintiffs states that the possession has been received by the plaintiffs.

18. The parties, subject as aforesaid to the provisions of the Hindu Marriage Act, 1955, are ordered to be bound by the Settlement Agreement dated 3rd November, 2016 on which today, for the sake of identification, Exhibit 'C1' has been put.

19. The suit insofar as for mandatory injunction directing the defendant to remove herself from property No.R-702, New Rajender Nagar, New Delhi stand satisfied with the defendant admitting having removed herself from property No.702, New Rajender Nagar, New Delhi and the possession thereof having been delivered today in Court to the plaintiffs.

20. A decree for permanent injunction is passed in favour of the plaintiffs and against the defendant in terms of prayer paragraphs (a) and (c) of the suit leaving the parties to bear their own costs.

Decree sheet be prepared.

RAJIV SAHAI ENDLAW, J

NOVEMBER 03, 2016

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