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

+ CS(OS) 3453/2015

YOGENDRA PANWAR

..... Plaintiff

Through: Mr. Shantanu and Ms. Mahima Singh,
Advs.

Versus

SMT RAJBALA PANWAR AND ORS

..... Defendants

Through: Mr. Samar Pal Singh, Adv. for D-1&2

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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15.07.2016

IA No.8190/2016 (of plaintiff and the two defendants u/O 23 R-3 CPC)

1. Though the parties have filed this application but else the parties were vide order dated 18th March, 2016 referred to the Mediation Cell of this Court and mediation has been successful with the efforts of Mr. Dhananjay Kumar Singh, Advocate / Mediator and a Settlement Agreement dated 12th May, 2016 signed before the Mediation Cell of this Court is annexed to the application and the parties seek disposal of the suit in terms thereof.

2. The counsel for the defendants No.1&2 on 18th March, 2016 stated that the defendant No.2 is a minor and vide order of that date a direction was issued for moving an application for appointment of the defendant No.1, his mother as his guardian. No such application has been filed.

3. The counsel for the plaintiff today states that the defendant No.2 became 19 years of age on 11th June, 2016 and the counsel for the

defendants No.1&2 also states that the previous counsel had on the last date of hearing erroneously stated that the defendant No.2 is a minor. Mr. Samar Pal Singh, Advocate today appears for the defendants No.1&2 and states that he has satisfied himself that the defendant No.2 is not a minor.

3. The suit was filed for partition of three immovable properties and for rendition of accounts and injunction.

4. The parties in the Settlement Agreement have divided the properties amongst themselves as stated therein.

5. The parties have been informed that if they want a decree to be passed in terms of their settlement, it will entail payment of stamp duty; else, the suit will simply be disposed of in terms of the settlement without passing any executable decree.

6. The counsels state that they do not want any executable decree.

7. Else, the compromise as arrived at between the parties is found to be lawful.

8. The suit is accordingly disposed of without passing any executable decree and leaving the parties to bear their own costs.

9. The date of 30th August, 2016 is cancelled.

RAJIV SAHAI ENDLAW, J.

JULY 15, 2016

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