

3. With regard to the disputes relating to the partition of properties owned by late Shri Thakar Dass Chawla and his wife late Smt. Devika Rani, a suit for partition being ***CS(OS)No.299/2016 Raj Kumar Chawla and Ors. vs. Mahender Kumar Chawla & Anr.*** and other litigations have arisen between the parties. We may note herein the details of litigations which are pending :

(i) ***CS(OS)No.299/2016 Raj Kumar Chawla and Ors. vs. Mahender Kumar Chawla & Anr.***

(ii) ***Probate No.PC/32/2016 Bharat Bhushan Chawla vs. State & Anr.***

(iii) ***DR No.91/2016 R.K. Chawla vs. B.B. Chawla***

(iv) ***CS No.12778/2016 Noel Precision Products vs. J.K. Chawla & Anr.***

4. Today, the settlement agreement dated 14th July, 2017 signed by all the parties in court and by their duly authorized representatives has been placed before us. The parties have additionally filed a joint application under Order 23 Rule 3 r/w Section 151 of the CPC in support (registered as CM No.30313/2017) before us which is duly signed by them and accompanied by their affidavits.

5. The parties have placed on record along with the mediation agreement dated 14th July, 2017 the Special Power of Attorney dated 19th April, 2016 executed by Subhash Chander Chawla in

favour of Raj Kumar Chawla nominating him as his lawful attorney to enter into the said agreement and to sign all documents on his behalf.

6. A Special Power of Attorney dated 27th March, 2017 was executed by Sanjay Juneja appointing Deepak Juneja as his attorney. Similarly a Special Power of Attorney dated 27th March, 2017 executed by Mohal Lal Juneja in favour of Deepak Juneja appointing him as his attorney has been placed before us along with the agreement dated 14th July, 2017.

All the parties are represented by their counsels before us.

7. We have shown the parties the original settlement agreement dated 14th July, 2017 as well as the CM No.30313/2017. The parties have confirmed that they have entered into the settlement dated 14th July, 2017 voluntarily without any kind of force, pressure and undue influence and that the same contains all terms of settlement entered into between them. The parties also confirm that CM No.30313/2017 contains the terms of settlement set out in the mediation agreement dated 14th July, 2017 and that the same bears their signatures. The parties have also identified their signatures on the accompanying affidavits.

8. In view of the above, we are satisfied that the settlement has been entered into voluntarily by the parties without any force, pressure and undue influence. The settlement is lawful and there is no impediment for taking the same on record and disposing of the aforementioned litigation in terms thereof.

9. In view thereof, the settlement is accepted and taken on record. The parties shall remain bound by the terms of the settlement. The litigation between the parties shall stand disposed of in terms of para 5(h) of the present application

This application is allowed in the above terms.

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1. We are informed by ld. counsels for the parties that no possession has been transferred pursuant to the settlement agreement dated 14th July, 2017 and the same is being retained by the parties who are in possession. It is further submitted that the settlement having been reached in mediation, the parties are entitled to the benefit of Section 16 of the Court Fees Act and no court fees would be payable on the decree sheet.

2. In view of the settlement dated 14th July, 2017 and the order passed in CM No.30313/2017, the impugned order dated 22nd December, 2016 is set aside and quashed.

3. The parties shall take steps qua withdrawal of Probate Case **No.PC/32/2016 Bharat Bhushan Chawla vs. State & Anr.** and **DR. No.91/2016 R.K. Chawla vs. B.B. Chawla** in terms of para 5(h) of the CM No.30313/2017. We are informed that CS No.12778/2016 Noel Precision Products vs. J.K. Chawla & Anr. stands withdrawn already in partial implementation of the terms of the settlement.

4. **CS(OS)No.299/2016 Raj Kumar Chawla & Ors. vs. Mahender Kumar Chawla & Anr.** shall stand decreed in terms of

the settlement agreement dated 14th July, 2017 which shall form part of the decree.

In view of the provisions of Section 16 of the Court Fees Act, no court fee is liable to be paid on the decree sheet.

5. In view of the orders passed in CS(OS)No.299/2016, the date of 20th November, 2017 fixed therein shall stand cancelled.

6. This appeal is disposed of in terms of the settlement agreement dated 14th July, 2017.

7. The date of 23rd October, 2017 already fixed in the appeal shall stand cancelled.

ACTING CHIEF JUSTICE

C.HARI SHANKAR, J

AUGUST 23, 2017

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