

\$~27

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

+ I.P.A. 20/2013

RAJENDRA KUMAR MALHOTRA Petitioner

Through Mr.Amit Jain, Advocate.

versus

AJAY KUMAR MALHOTRA & ORS Respondents

Through Respondent no.1 in person.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

%

17.10.2017

I.A.No.12094/2017

Present application has been filed for correction of the typographical errors in the order dated 19th September, 2017.

Keeping in view the averments in the application, the same is allowed and the order dated 19th September, 2017 shall now read as under:-

“I.A. 10914/2017

The present IPA has been filed for partition, declaration, permanent injunction, damages and mesne profits.

On 25th April, 2017 the present suit was referred to the Delhi High Court Mediation and Conciliation Centre.

Mediation in the present case has been successful through the efforts of Dr. Aman Hingorani, Advocate-Mediator.

A Settlement Agreement has been executed between the parties on 5th September, 2017.

Leave is granted to the mother to act as a guardian of the minor (defendant no. 3B) under Order 32 CPC. It is pertinent to mention that Mrs. Anu Malhotra, mother of the minor does not have any interest which is adverse to that of the minor child.

*The Supreme Court in **Afcons Infrastructure Ltd. Vs. Cherian Varkey Construction Co. (P) Ltd.**, (2010) 8 SCC 24 while dealing with Section 89 of the CPC observed that the settlement agreement will have to be placed before the Court for recording it and in disposing of the suit in its terms, the Court should apply the principle of Order 23 Rule 3 of the CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.*

This Court is satisfied that the compromise between the parties contained in the aforesaid Settlement Agreement satisfies the requirements of Order 23 Rule 3 CPC. The compromise contained in the aforesaid Settlement Agreement is lawful and therefore, this Court does not find any impediment in decreeing the present suit in terms of the aforesaid Settlement Agreement.

*Today in Court, learned counsel for the respondent no. 1 has handed over to learned counsel for the petitioner three drafts totalling to **Rs.20,50,000/-** as full and final settlement:-*

Sl. No.	D.D.No.	Dated	Amount (in Rs.)	Drawn upon
1.	143749	02/08/2017	9,50,000/-	Kotak Mahindra Bank, Preet Vihar, New Delhi
2.	018008	02/08/2017	8,00,000/-	Idbi Bank, Vikas Marg, Preet Vihar, Delhi
	308972	03/08/2017	3,00,000/-	Vijaya Bank
		TOTAL	20,50,000/-	

Consequently, present suit is decreed in terms of the aforesaid Settlement Agreement dated 5th September, 2017

executed between the parties, which is marked as Ex.C-1. Registry is directed to prepare a decree sheet in terms thereof.

With the aforesaid observations, present application is allowed and the IPA and all pending applications stand disposed of. The next date of hearing is cancelled.”

Consequently, the application stands disposed of.

MANMOHAN, J

OCTOBER 17, 2017
KA