

\$~10&11.

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
CS(OS) No.2607/1990 & IAs No.7074/2012 (of defendants u/O VII R-11 CPC), 7075/2012 (of defendants u/O XIV R-5 CPC) & 11975/2013 (u/O I R-10(2) CPC)
SATISH CHAND ANAND Plaintiff

Through: Mr. Siddharth Jain and Ms. Aakanksha Nehra, Advs.

Versus

DEEP CHAND ANAND & ORS Defendants

Through: Mr. Sushil Dutt Salwan, Mr. Aditya Garg and Ms. Himani Kaushik, Advs. for D-1.
Ms. Manmeet Arora and Ms. Princy Ponnann, Advs. for D-3.
Mr. A.S. Narula, Adv. for D-2(i) and 2(ii).

AND

+ CS(OS) No.1253/2006 & IAs No.19235/2015 (of D-1 for directions), 9224/2016 (u/O XI R-21 CPC), 15289/2016 & 15290/2016 (both u/S 151 CPC)
DEEPAK ANAND Plaintiff

Through: Mr. Kirti Uppal, Sr. Adv. with Mr. Samir Malik, Adv.

Versus

DEEP CHAND ANAND & ORS Defendants

Through: Mr. Sushil Dutt Salwan, Mr. Aditya Garg and Ms. Himani Kaushik, Advs. for D-1 to 3.
Mr. A.S. Narula, Adv. for LR's of D-4.
Ms. Manmeet Arora and Ms. Princy Ponnann, Advs. for D-5.
Mr. Siddharth Jain and Ms. Aakanksha Nehra, Advs. for D-6.
Mr. Pramod Dayal, Mr. Nikunj Dayal and Ms. Payal Dayal, Advs. for D-8.

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

05.05.2017

%

CS(OS) No.2607/1990

1. The counsel for the sole plaintiff Satish Chand Anand states that the plaintiff gives up the defendant no.4 M/s Nirmal Lifestyle Limited (as per last amended Memo of Parties dated 26th July, 2014).
2. CS(OS) No.2607/1990, insofar as against defendant no.4 M/s Nirmal Lifestyle Limited, is dismissed as withdrawn.
3. The Court Master to in today's date, under his signatures, make an endorsement on the amended Memo of Parties dated 26th July, 2014 to the said effect.
4. The counsel for defendant no.1 Deep Chand Anand states that the defendant no.1 Deep Chand Anand during the course of the suit has purchased the share of defendant no.3 K.C. Anand as per compromise recorded in the suit and thus he also represents the share of defendant no.3 K.C. Anand.
5. The counsel for the defendant no.1 Deep Chand Anand further states that Deep Chand Anand has similarly during the pendency of the suit purchased / acquired the share of defendant no.2(i) and 2(ii) Kiran Jagdish Anand and Devika Akash Puri (correct name stated to be Devika Anand Puri) and compromise to that effect has already been recorded in the suit.

6. The counsel for Kiran Jagdish Anand and Devika Anand Puri confirms the said position.

7. The counsel for Satish Chand Anand and counsel for Deep Chand Anand state that they have filed IA No.5594/2017 under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC) and CS(OS) No.2607/1990 be disposed of in terms thereof.

8. It is also informed that IA No.5594/2017 besides being signed by Satish Chand Anand and Deep Chand Anand and accompanied with their affidavits, is also signed by the erstwhile parties to CS(OS) No.2607/1990 with whom settlement from time to time has been arrived at and who have been deleted as parties to the suit upon satisfaction of claim thereagainst as well as by other family members of Satish Chand Anand and Deep Chand Anand and the application is also accompanied with the affidavits of all the said persons.

9. The counsel for Satish Chand Anand and the counsel for Deep Chand Anand state that they have also signed the application.

10. CS(OS) No.2607/1990 being a suit for partition, I have enquired from the counsels whether they desire any executable decree to be passed in terms of IA No.5594/2017 and if so they will have to pay Stamp Duty if the decree is for partition of the properties by metes and bounds.

11. The counsels state that the parties by way of compromise have merely reiterated the earlier division of properties amongst themselves and have confirmed the documents executed in the past and agreed to execute other

documents to confirm and vest absolute title in the properties so divided and have as part of the compromise also relinquished / agreed to relinquish in favour of each other the rights in the properties which have fallen to the share of other, by execution and registration of separate deeds in favour of each other.

12. The counsels state that if the parties desire to execute the decree, the requisite Stamp Duty for drawing up thereof shall be paid/deposited and has been agreed to be borne exclusively by the defendant no.1 Deep Chand Anand.

13. The counsels also state that the following persons as identified by them are present in Court and the said persons confirm their signatures on IA No.5594/2017 and the affidavits filed therewith:-

1. Deep Chand Anand.
2. Anjali Singh.
3. Satish Chand Anand.
4. Deepak Anand.
5. Anjana Anand.
6. Aditi Anand.
7. Sudeep Anand.
8. Aditi Wasan.

14. I have perused the contents of the compromise application and subject to the aforesaid find the compromise arrived at between the parties to be
CS(OS) No.2607/1990 & CS(OS) No.1253/2006

lawful and allow the same.

15. CS(OS) No.2607/1990 is decreed in terms of IA No.5597/2017 and today's order, both of which will form part of the decree sheet, leaving the parties to bear their own costs.

16. The counsel for defendant no.1 Deep Chand Anand has in Court handed over to the counsel for Satish Chand Anand the cheques for the amounts mentioned in para (mm) of IA No.5594/2017 and assures that the said cheques are good for payment.

17. The counsel for Satish Chand Anand on instructions has further stated that Satish Chand Anand has entered into the compromise recorded in IA No.5594/2017 and signed the said application not only for himself but as *Karta* of Satish Chand Anand (HUF) of which his wife, two sons and one daughter are members and who have also signed the application.

CS(OS) No.1253/2006

18. The senior counsel for plaintiff Deepak Anand states for the reasons stated in IA No.5593/2017 and that in view of the compromise arrived at in CS(OS) No.2607/1990 Deepak Anand does not want to pursue CS(OS) No.1253/2006 and has filed IA No.5593/2017 under Order XXIII Rule 1 of the CPC for withdrawal of the suit and he withdraws CS(OS) No.1253/2006.

19. The counsel for defendants no.1,2&3 i.e. Deepak Chand Anand, Kiran Wati and Anjali Singh, counsel for defendant no.4(i) Kiran Jagdish Anand and defendant no.4(ii) Devika Akash Puri (correct name stated to be Devika Anand Puri), counsel for defendant no.5 Kuldip Chand Anand, counsel for CS(OS) No.2607/1990 & CS(OS) No.1253/2006

defendant No.6 Satish Chand Anand and defendant No.7 Anjana Anand and counsel for defendant no.8 Anju Khanna state that they have no objection; rather the counsel for defendant no.8 Anju Khanna states that he, under instructions, withdraws the written statement earlier filed.

20. None appears for defendants no.9 to 13 namely Nirmal Sethi, Promila Kumar, Urmil Sawhney, Ranju Fazalbhoy and Manju Ahluwalia. However it is stated that save for Ranju Fazalbhoy the applications aforesaid in both the suits have been filed by the said persons also.

21. Accordingly CS(OS) No.1253/2006 is dismissed as withdrawn.

22. The parties are ordered to be bound by the statements contained in the applications aforesaid in both suits.

23. All other pending applications are disposed of and all interim orders vacated.

24. It is agreed that neither party shall take any action against another for taking a stand / plea in the proceeding which has been given up or changed.

25. The date of 24th July, 2017 stands cancelled.

RAJIV SAHAI ENDLAW, J

MAY 05, 2017

‘pp’..