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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ CS(OS) 95/2017, IA No.2507/2017 (u/O II R-2 CPC) & IA  
No.2506/2017 (u/O XXXIX R-1&2 CPC)  
SEETANGELI BHUTANI & ORS. .... Plaintiffs

Through: Mr. Rajesh Yadav, Ms. Chandrani  
Prasad & Ms. Mitali, Advs.

Versus

AJAY BHUTANI ..... Defendant

Through: None.

**CORAM:**

**HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW**

**ORDER**

% **01.03.2017**

1. This order is in continuation of the order dated 27<sup>th</sup> February, 2017.
2. Though the counsel for the plaintiffs has contended that the rights in the property, with respect whereto relief of injunction is claimed in this suit, under the Memo of Understanding (MoU) arrived at between the plaintiff no.1 and the defendant no.1 were created besides in favour of the plaintiff no.1 also in favour of the minor children of the plaintiff no.1 and the defendant no.1 who may not be covered by the words 'parties to the marriage' in Explanation (c) to Section 7(1) of the Family Courts Act, 1984 but in my view in the spirit of Paras 39 and 40 of *Amina Bharatram Vs. Suman Bharatram* 231 (2016) DLT 682 referred to in the order dated 27<sup>th</sup> February, 2017 and especially when the children are minor and as per the MoU aforesaid in joint custody of the plaintiff no.1 and the defendant no.1, the matter would still be within the domain of the Family Court.
3. The counsel for the plaintiffs seeks to withdraw the suit with liberty to take appropriate remedy and also seeks refund of the court fees paid.

4. The suit is dismissed as withdrawn with liberty aforesaid.
5. A certificate enabling the plaintiff no.1 to obtain refund of the court fees paid on the plaint be prepared and handed over to the counsel for the plaintiffs.

Dasti.

**RAJIV SAHAI ENDLAW, J**

**MARCH 01, 2017**

‘gsr’ ..

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