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

+ **CS(OS) 339/2016**

GURMEET KAUR

..... Plaintiff

Through: Mohd. Anas, Adv.

Versus

SUCHET SINGH & ORS

..... Defendants

Through: None.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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02.04.2018

IA No.4207/2018 (of the plaintiff for revival of the suit)

1. This suit for partition was decreed in terms of Settlement Agreement dated 15th September, 2017 whereunder the plaintiff, in lieu of her share, had agreed to receive from the defendants monetary consideration as provided therein and to withdraw the suit.
2. The plaintiff has filed this application pleading that the defendants have defaulted in payment of the said monetary consideration.
3. I have enquired from the counsel for the plaintiff, whether not the right of the plaintiff is only to execute the money decree in her favour and on what basis revival of the suit is sought. In this context it may also be mentioned that it was a term of the Settlement Agreement that if there is any default on the part of the defendants, then the defendants shall pay the interest @ 18% per annum on the default instalment.

4. The counsel for the plaintiff has drawn attention to the part of order dated 24th October, 2017 decreeing the suit where this Court has *inter alia* observed that in case the cheques handed over by the defendant No.1 to the plaintiff are not honoured, the plaintiff would be at liberty to “not only revive the present suit but take all other legal remedies as available to her”.
5. The aforesaid observation has to be read in the context of the Settlement Agreement in terms of which the suit was to be withdrawn, but a decree was passed and which provides for the remedy for default.
6. The plaintiff now has remedy only of executing the decree and not to claim a share in the property.
7. Dismissed.

RAJIV SAHAI ENDLAW, J.

APRIL 02, 2018
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