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

+ **CS(OS) 465/2016**

ROHIT REXWAL & ANR

..... Plaintiffs

Through: Mr. Ashish Mohan & Ms. Manpreet
Kaur, Advs.

Versus

SANTRA & ORS

..... Defendants

Through: Ms. Suman N. Rawat, Adv. for D-1 to 7.
Mr. R.K. Yadav, Adv. for D-8 to 15.
Ms. Mansi Gupta, Adv. for D-16 to 21.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **31.01.2017**

IA's No.554/2017 & 555/2017 (under Order XXIII Rule 3 & under Order XXXII Rule 3 CPC respectively)

1. This order is in continuation of the earlier order dated 16th January, 2017.
2. The counsel for the plaintiffs, under list of documents dated 27th January, 2017 has filed a list of urbanized villages, as available on the website of Government of NCT of Delhi and which includes the village Aali in which the suit property is situated
3. The counsel for the plaintiffs also states that circle rates have been notified for village Aali. He has in Court handed over a document in this regard also and which is taken on record.
4. Therefrom, it appears that the suit with respect to the subject land is entertainable in the Civil Court.

5. Qua the query regarding compromise on behalf of defendant no.20 who is a minor, the counsel for the defendants no.16 to 21 states that an affidavit of defendant no.16 Sh. Giriraj Singh who is the father of the minor has been filed. The defendant no.16 in the said affidavit has stated that the settlement in terms of which the suit is sought to be disposed of is in the interest of the minor defendant no.20.

6. However Order XXXII Rule 7(1A) further requires that if the minor is represented by a pleader, the compromise on behalf of the minor shall be accompanied by the Certificate of the Pleader to the effect that the compromise proposed, in his / her opinion is for the benefit of the minor.

Ms. Mansi Gupta, Advocate for the defendants no.16 to 21 states that she misread Order XXXII Rule 7(1A) and thus did not file the certificate. She however states that she has satisfied herself and is of the opinion that the compromise proposed and as contained in IA No.554/2017 under Order XXIII Rule 3 of the CPC is for the benefit of the minor defendant no.20. She further states that she be permitted to sign this order sheet and this order be treated as the said certificate.

7. Allowed.

8. IA No.555/2017 under Order XXXII Rule 3 is disposed of.

9. That brings me to the query regarding the stamp duty.

10. The counsel for the plaintiffs states that the plaintiffs do not want an executable decree constituting a document of title of the parties to their respective portion and will be satisfied with the disposal of the suit in terms of the compromise as contained in IA No.554/2017.

11. Making it again clear that since the plaintiffs are not paying the stamp duty, no decree for partition shall follow, the compromise as contained in IA No.554/2017 which is stated to be signed by all the parties and accompanied by their affidavits (it is stated that the affidavits of all the parties have not been filed) is allowed and the suit is disposed of binding the parties thereto and leaving the parties to bear their own costs.

RAJIV SAHAI ENDLAW, J

JANUARY 31, 2017

‘gsr’..