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

\+ CS(OS) 189/2008, CC No.37/2008, IA No.14101/2018 (u/O XXIII R-3 r/w S/151 CPC) & IA No.14102/2018 (u/S 151 CPC).

GITA SARAN SINGH ..... Plaintiff

Through: Mr. Narendra Hudda, Adv.

versus

SABITA UBEROI & ANR. ..... Defendants

Through: Mr. Samar Bansal, Mr. Manan Shishodia and Devahuti Pathak, Advs. for D-1.
Ms. Tania Sharma and Ms. Prapti Mehta, Advs. for D-2.

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

O R D E R

% 20.11.2018

1. The plaintiff and the two defendants namely Sabita Uberoi and Asha Bhalla, in this suit for declaration, injunction, partition, rendition of accounts and recovery of *mesne* profits, were vide order dated 12th October, 2018 referred to Mediation Cell of this Court. Mediation has been successful with the efforts of Ms. Isha Khanna, Advocate/Mediator and a Settlement Agreement dated 22nd October, 2018 purporting to bear the signatures of the plaintiff and the two defendants and their respective Advocates and the Mediator has been received from the Mediation Cell of this Court.

2. The counsel for the plaintiff, the counsel for the defendant no.1 and the counsel for the defendant no.2 support the Settlement Agreement and seek disposal of the suit in terms thereof.

3. I have perused the Settlement Agreement.

4. The same, in clause 8 thereof records that the parties will personally

or through their power of attorney appear before this Court and record their statement in support of the Settlement Agreement.

5. Though there is no need therefor once the Settlement Agreement has been signed in the Mediation Cell but since the Settlement Agreement provides so, I have enquired whether the parties are present.

6. It is informed that the daughter and attorney of the plaintiff and the defendant no.1 are present but the defendant no.2 who is old and resident of Jalandhar is not before this court. The counsel for the defendant no.2 however states that she has instructions from the defendant no.2 to make statement in support of the Settlement Agreement on behalf of the defendant no.2. The daughter and attorney of the plaintiff and the defendant no.1, as identified by the respective counsels, also support the Settlement Agreement.

7. The parties have also filed IA No.14101/2018 under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC).

8. In the Settlement Agreement, the parties have agreed to be bound by the document dated 27th March, 2002 agreed by all the parties to be the validly executed last Will of Col. Sohan Singh Bedi father of the parties.

9. I have enquired from the counsels whether they seek probate of the said document as Will, to be able to acquire title to the properties thereunder.

10. The counsels state that there is no need for probate in Delhi and since all are agreeable to the document being the Will, they will be able to get title to the property.

11. Subject to the above, the compromise is found to be lawful and is allowed.

12. The counsel for the defendant no.1 has handed over cheques of Rs.5,00,000/- each in the name of the plaintiff and the defendant no.2 to the respective counsels in terms of Settlement Agreement.

13. The suit is disposed of in terms of the Settlement Agreement leaving the parties to bear their own costs.

14. The court fees paid on the plaint less Rs.20,000/- be refunded to the plaintiff by issuing a Certificate in this regard and handing over the same to the counsel for the plaintiff.

RAJIV SAHAI ENDLAW, J

NOVEMBER 20, 2018
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