

\$~10

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 45/2016, IA No.1496/2016**
SHRI DEEPINDER SINGH BEDI & ANR

..... Plaintiffs

Through Mr.Achal Gupta, Adv. with P-1 in
person

versus

LT COL HARDEEP SINGH BEDI (RETD) & ANOTHER

..... Defendants

Through Mr.Ashim Vachher and Mr.P.Piyush,
Advs. with defendant in person

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

% **15.10.2018**

1. The parties have settled the dispute in mediation centre vide agreement dated 28th September, 2018 in the manner as stated in paras 7(a) to (f) which is as follows :

a. The Second Party have agreed to abide by the terms of the Oral Family Settlement dated 06.09.2009 which was subsequently reduced into writing Vide a Memorandum of Family Settlement dated 11.01.2012. The parties acknowledge and recognize the Oral Family Settlement dated 06.09.2009 which was subsequently reduced into writing on 11.01.2012 as a Memorandum of Family Settlement in its letter, spirit and intent and agree to abide by the same.

b. The Second Party have agreed that the First Party have pre-existing rights in the Suit property which was recognized by way of Oral Family Settlement dated

06.09.2009 and also recorded in writing in Memorandum of Family Settlement dated 11.01.2012. It is agreed that the Second Party shall, for all time, recognize the pre-existing rights of the First Party, to the extent of each of the First Party having 25% undivided shares in the Suit property which was purchased out of the family fund.

c. It is agreed between the parties that the Second Party recognizes the First Party as owner in possession of suit property and the land underneath to the extent of 50% by virtue of Oral Family Settlement dated 06.09.2009 and recorded in writing in Memorandum of Family Settlement dated 11.01.2012.

d. It is agreed that the Second Party would get the Suit property registered in the joint names of First Party and Second Party with each having 50% undivided share in the Suit property and the Suit Property shall be mutated in joint names of the First Party and Second Party with the concerned authority.

e. It is agreed that the parties are in joint possession of the Suit property and they would not interfere in the peaceful possession of the Suit property by any of the First and Second Party.

f. It is also agreed that the Suit property shall continue, to remain in joint possession of the First and Second Party. The parties shall use, occupy and enjoy suit property in a manner which shall not be detrimental to the rights of other joint owners.

2. It is submitted by counsel for the parties that the suit be decreed in terms of the settlement so arrived at between the parties.

3. The settlement agreement is lawful and is entered into voluntarily by all the parties, without any alleged undue influence from any corner.

4. The suit is thus decreed in terms of para 7(a) to 7(f). The decree sheet be prepared accordingly. Since the matter has been settled in the mediation, the plaintiff shall be entitled to the court fees, as per the provisions of the Court Fees Act.

5. Order *dasti*.

YOGESH KHANNA, J

OCTOBER 15, 2018

VLD