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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 882/2013, I.As.7688-7689/2017**
BRIJ MOHAN SOMANI Plaintiff

Through: Mr. Dinesh Kapoor, Advocate

versus

SHIV SHANKAR SOMANI & ORS Defendants
Through: Mr. Pawan Mathur, Standing
Counsel for DDA.
Mr. Parth Sharma, Advocate for
D-1&2.

CORAM:
HON'BLE MR. JUSTICE MANMOHAN

% **ORDER**
01.08.2018

On the last date of hearing, learned standing counsel for DDA had stated that the Competent Authority had cancelled the Conveyance Deed of the suit plot executed on 29th November, 2010 in favour of plaintiff.

In view of the aforesaid development, DDA is deleted as a defendant from the array of parties. Let an amended memo of parties be filed within one week.

It is pertinent to mention that the present suit has been filed for partition, possession, declaration and permanent injunction.

On 01st November, 2014, the present suit was referred to the Delhi High Court Mediation and Conciliation Centre.

Mediation in the present case has been successful through the efforts of Ms. Sujata Kashyap, Advocate-Mediator.

A Settlement Agreement along with annexures has been executed between the parties on 10th November, 2014.

It is pertinent to mention that the Supreme Court in *Afcons Infrastructure Ltd. Vs. Cherian Varkey Construction Co. (P) Ltd., (2010) 8 SCC 24* while dealing with Section 89 of the CPC observed that the settlement agreement will have to be placed before the Court for recording it and in disposing of the suit in its terms, the Court should apply the principle of Order 23 Rule 3 of the CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.

This Court is satisfied that the compromise between the parties, dividing the super structure while retaining the joint ownership of plot in question, satisfies the requirements of Order 23 Rule 3 CPC. The compromise contained in the aforesaid Settlement Agreement is lawful and therefore, this Court does not find any impediment in decreeing the present suit in terms of the aforesaid Settlement Agreement.

Consequently, present suit is decreed in terms of the aforesaid Settlement Agreement dated 10th November, 2014 executed between the parties, along with its annexures which is marked as Ex.C-1 (Colly.). Registry is directed to prepare a decree sheet in terms thereof.

Registry of this Court is also directed to issue to plaintiff a certificate authorizing him to receive back from the Collector full amount of the Court fee paid by him in the present suit.

With the aforesaid observations, present suit and all pending applications stand disposed of.

MANMOHAN, J

AUGUST 01, 2018

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