

\$~10 & 24

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

+ **CS(OS) 456/2015**

SHIV CHARAN

..... Plaintiff

Through Mr.Prashant Gupta, Advocate.

versus

DEVI CHARAN & ORS.

..... Defendants

Through Mr.Shiv Charan Garg with Mr.Imran Khan, Advocates for D-7, 8 & 9.

+ **CS(OS) 1923/2010**

BRIJ LATA & ORS.

..... Plaintiff

Through Mr.Shiv Charan Garg with Mr.Imran Khan, Advocates.

versus

DEVI CHARAN & ORS.

..... Defendants

Through None

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

% **07.12.2018**

Both the parties state that the present suit as well as the suit being CS(OS) No.1923/2010 have been settled in mediation.

Accordingly, Registry is directed to list CS(OS) No.1923/2010 before this Court today itself.

MANMOHAN, J

DECEMBER 07, 2018/js

At 2.30 P.M.

It is pertinent to mention that present suits have been filed for partition as well as for declaration and cancellation.

On 14th September, 2018, CS(OS) No.456/2015 was referred to Delhi High Court Mediation and Conciliation Centre by the Division Bench.

Mediation in the said suit has been successful through the efforts of Mr.Arun Aggarwal, Advocate-Mediator.

The parties have settled both CS(OS) No.456/2015 as well as CS(OS) No.1923/2010. A settlement Agreement has been executed between the parties on 19th November, 2018.

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 XXIII 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 contained in the aforesaid Settlement Agreement satisfies the requirements of Order XXIII 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, both CS(OS) No.456/2015 as well as CS(OS) No.1923/2010 are decreed in terms of the aforesaid Settlement Agreement dated 19th November, 2018 executed between the parties, which is marked as Ex.C-1. Registry is directed to prepare decree sheets in terms thereof.

With the aforesaid observations, both the suits stand disposed of.

MANMOHAN, J

DECEMBER 07, 2018
KA