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

+ **CS (OS) 111/2018**

SH. RAJBIR SINGH

..... Plaintiff

Through: Ms. Sunita, Advocate with Plaintiff
and his wife Mrs. Paramjit Kaur in
person. (M:9873591509)

versus

SH. RAJINDER SINGH & OTHERS.

..... Defendants

Through: Dr. L. S. Chaudhary, Mr. Ajay
Chaudhary, Mr. Anurag S. Tomar and
Mr. K. S. Goswami, Advocates for D-
1. (M:9810365565) with Defendant
No.1 in person.

Mr. Vinay Jaidka, Advocate for D-2
to 6. (M:9873557858) with Defendant
No.3 to 5 in person and Defendant
No.4 also for Defendant Nos.2 & 6.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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16.07.2018

I.A. 9133/2018 (u/O XXIII Rule 3 CPC) in CS (OS) 111/2018

1. This is an application under Order XXIII Rule 3 CPC. The parties have placed on record a Memorandum of Settlement dated 12th July, 2018 by which the division of the properties has been agreed amongst the parties as mentioned in paragraph 20 of the said agreement. The said paragraph is reproduced herein below:

*“20.That for clarification it is again mentioned
that the division of the properties between the
parties is as follow:-*

FIRST PARTY (RAJINDER SINGH)
H.NO. 93, POCKET-H-19, SECTOR-7,
ROHINI, DELHI- 110085.

SECOND PARTY (RAJBIR SINGH AND
PARAMJIT KAUR)

A. Property No.C-3K-CCA, Barracks,
Anand Parbat, New Delhi-110005.

B. Property No.1158, Measuring 350
Sq. Yards, Sector-6, Bahadurgarh,
(Haryana).

EQUAL HALF SHARE OF SH.
RAJENDER SINGH SH. RAJBIR SINGH

House situated within Lai Dora in
Village Barahi District Rohtak,
Haryana and other agricultural land
in the said village.

IN WITNESS WHEREOF both the parties have
put, their hand and seal on the day month and
year mentioned hereinabove.”

2. Plaintiff Mr. Rajbir Singh is present along with Shri Rajinder Singh, Defendant No.1. Defendant No.2 Mr. Wazir Singh is represented through his attorney Mrs. Mukesh, who is also Defendant No.4. Defendant No.3 Mr. Siddharth and Ms. Mamta, Defendant No.5 are also present. Mrs. Mukesh also represents Ms. Geeta, Defendant No.6. In fact, the settlement is that the Defendant Nos.2 to 6 who are the legal heirs of the sister of Plaintiff and Defendant no.1, have relinquished their shares in favour of Plaintiff-Mr. Rajbir Singh and Defendant No.1 Mr. Rajinder Singh. Ms. Paramjit Kaur is the wife of Shri Rajbir Singh, who is also present in the Court.

3. Memorandum of Settlement has been produced in original. It contains the signatures of all the parties. The application under Order XXIII Rule 3 CPC has been signed by all the parties along with their respective counsels.

The application is also accompanied by the affidavits of all the parties. The Court has perused the settlement. The same is lawful and legal and there is no impediment in recording the settlement between the parties.

4. The suit is decreed as per the settlement entered into between the parties. Parties shall be bound by the terms and conditions of Memorandum of Understanding dated 12th July, 2018. The decree sheet be drawn up in terms of the settlement.

5. As the matter has been settled at the initial stage, 50% of the court fee be refunded to the Plaintiff as per the Court Fee Act. The application under Order XXIII Rule 3 CPC is allowed and disposed of accordingly.

6. The suit is disposed of in the above terms. *Dasti*.

PRATHIBA M. SINGH, J.

JULY 16, 2018/dk