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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS (OS) 1476/2014, I.As. 9726/2014, 3806/2015 & 11679/2017**

SURESH KUMAR MINOCHA Plaintiff

Through: Mr. S. K. Sharma and Mr. Avinash
Sharma, Advocates. (M:9811351780)
with Dr. Lata Minocha, wife of
Plaintiff and Mr. Aniruddh Minocha,
son of Plaintiff in person.

versus

SUNANDAN MINOCHA & ANR. Defendants

Through: Mr. Deepak Dhingra, Mr. Sameer
Sidhar and Ms. Miranda Solaman,
Advocates with Defendants Mr.
Sunandan Kumar Minocha and Mr.
Mukul Minocha in person.
Mr. Prayas Aneja, Advocate for Mr.
Satish Minocha and Mrs. Sushma.
(M:9999002877)

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
24.08.2018

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The present suit was filed seeking a decree of specific performance, possession and injunction. The parties are related to each other. The Plaintiff is the real brother of the Defendant No.1 and the brother-in-law of Defendant No.2. They are the legal heirs of Late Shri Raja Bharat Minocha. During the pendency of the present suit, the parties were referred to the mediation on 19th January, 2018. There is a connected case, being CS (OS) No.2815/2014 titled as Mrs. Sushma Minocha v. Shri Suresh Minocha. The mediation proceedings have been successful. Settlement Agreement dated

1st May, 2018 has been executed. However, on 3rd July, 2018, when the Settlement Agreement was placed before this Court, it was directed that other legal heirs be also present before this Court so that the settlement can be comprehensively finalized. Accordingly, notice was issued to other legal heirs of Late Shri Raja Bharat Minocha i.e. Mr. Satish Minocha, Smt. Sunita Chadha and Smt. Sushma Chopra. On 13th July, 2018, Smt. Sunita Chadha was present in Court and her statement was recorded. She expressed her consent to the settlement entered into in the present case between the parties. Today, the other legal heirs, Mrs. Sushma Chopra and Mr. Satish Minocha are represented through counsels. They have also filed their affidavits and have given their no objection to the Settlement Agreement dated 1st May, 2018. Their affidavits are taken on record. They have been represented by their counsel, Shri Prayas Aneja.

In this background, the Settlement Agreement dated 1st May, 2018 is accepted by the Court. The parties and all the legal heirs shall be bound by the terms contained in the said Settlement Agreement. The Will dated 15th November, 2002 executed by Late Shri Raja Bharat Minocha, having been accepted by all the legal heirs, would be binding on the parties in respect of devolution of assets. No probate of the same would be required. All the terms of the settlement shall be given effect to by all the parties to the present proceedings. Obtaining probate is not compulsory in the territory of Delhi. Paragraph E of the Settlement Agreement need not be effect to as the Will stands accepted by all the legal heirs. All the legal heirs and parties shall be bound by the Will dated 15th November, 2002.

The Defendants and the Plaintiff shall exchange the properties as per the Settlement Agreement within the dates stipulated therein. All the parties

will cooperate with each other in order to ensure the execution of the conveyance deed or any other mutation or conversion from lease-hold to freehold. All the necessary documents shall be executed by the parties concerned, who shall cooperate with each other.

The Settlement Agreement is made a decree of Court under Order XXIII Rule 3 CPC, the same having been signed by all the parties and their counsels. The Plaintiff and the Defendants, duly represented through counsels, undertake that they shall be bound by the settlement. The parties are also present in Court. The suit is decreed in terms of the Settlement Agreement. Court fee to the extent of 50% shall be refunded as per Section 16A of the Court Fees Act, 1870.

Decree sheet be drawn. All pending I.As. also stand disposed of.
Dasti.

PRATHIBA M. SINGH, J.

AUGUST 24, 2018/dk