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

+ **CS(OS) 139/2018**

**ASHWANI CHHABRA & ANR**

..... Plaintiffs

Through: Counsel for the plaintiffs (appearance  
not given)

Versus

**RAKESH CHHABRA**

..... Defendant

Through: Defendant in person.

**CORAM:**

**HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW**

**ORDER**

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**31.10.2018**

**IA No.13947/2018 (of plaintiffs u/O XXIII R-1 CPC)**

1. The counsel for the applicants/plaintiffs state (i) that the applicants/plaintiffs had instituted this suit for ejectment of brother of appellant / plaintiff no.1 from the property and for *mesne* profits; and, (ii) that the defendant has vacated the property and the applicants/plaintiffs do not want to press for *mesne* profits.
2. The defendant appears in person and the counsel for the applicants/plaintiffs identifies the defendant.
3. The defendant, though admits that possession has been delivered but states that the same is not with consent and he wants to retain one of the floors.
4. The counsel for the applicants/plaintiffs hands over a photocopy of the Surrender Deed dated 24<sup>th</sup> July, 2018 signed by the parties.

5. I have enquired from the defendant in vernacular, whether the said document bears his signature.
  6. The defendant replies in the affirmative.
  7. The Surrender Deed records that in pursuance to the settlement arrived at between the parties, the defendant had surrendered the possession.
  8. I may also record that vide order dated 16<sup>th</sup> July, 2018, when the defendant was represented by an Advocate, the parties were referred to the Mediation Cell of this Court. Mediation report to the effect that the disputes could not be settled has been received.
  9. However, since the plaintiff is withdrawing the suit, it is deemed appropriate to clarify that the same will not preclude the defendant from remedies, if any.
  10. The application is allowed and disposed of with above clarification.
- CS(OS) 139/2018 & IA No.4497/2018 (u/O XXXIX R-1&2 CPC)**
11. The suit is dismissed as withdrawn, leaving the parties to bear their own costs.

**RAJIV SAHAI ENDLAW, J.**

**OCTOBER 31, 2018**

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