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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 173/2016**
RAMESHWAR DAYAL Plaintiff
Through: Mr. Rahul Gupta with Mr. Shekhar Gupta,
Mr. Mehendra Pratap & Mohd. Talha, Advs.
along with plaintiff in person.

versus

PAWAN SHARMA & OTHERS Defendant
Through: Mr. Dhiraj Sachdeva, Adv. for D-1 along with
defendant No.1 in person.
Mr. Sumit Khoisla, Adv. for D-2 along with
defendant No.2 in person.
Mr. Gurmehar S.Sistani, Adv. for D-3.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **23.03.2018**

IA No.4147/2018(filed by the parties u/O.XXIII R.3 CPC)

1. The counsel for the sole plaintiff and counsel for each of the three defendants namely, i) Mr. Pawan Sharma, ii) Mr. Rajesh Bhardwaj & iii) Mrs. Harsheen Kaur Anand, support the application and state that the application as well as the Settlement Deed dated 20th March, 2018 annexed to the application is signed by all the parties and the application is also accompanied by affidavits of all the parties. The counsel for the defendant No.3 clarifies that the application and the Settlement Deed have been signed by the husband of the defendant No.3 as the attorney of the defendant No.3.

2. I have perused the compromise as contained in the application and the Settlement Deed. The plaintiff, who was earlier claiming rights with respect to the 5 bighas 8 biswas of land subject matter of the suit, now disclaims any right therein and admits the title and possession of the defendant No.3 thereto/thereof. Similarly the defendant No.1 and the defendant No.2 also admit the title and possession of the defendant No.3 of the said land.

3. On enquiry, it is informed that the sale deed of the said land, earlier owned by the plaintiff, has been executed by the defendant No.2 as attorney of the plaintiff in favour of the defendant No.3

4. On further enquiry, it is informed that by way of compromise and decree sought in terms thereof, no title in addition to the title which already exists in favour of the defendant No.3 on the basis of the sale deed is being created or claimed and that no stamp duty or revenue shall be defeated on the basis of the compromise and the decree in terms thereof.

5. Subject to the aforesaid, the compromise is found to be lawful and legal and is allowed.

6. A decree is passed in terms of the compromise application, the Settlement Deed annexed thereto and this order, all of which shall form part of the decree sheet, leaving the parties to bear their own costs.

7. Decree sheet be drawn up.

8. The undertakings of the parties as contained in the application are also accepted and the parties, stated to be present in Court, are

cautioned of consequences of breach thereof.

9. The next date of 19th July, 2018 before the Court is cancelled.

RAJIV SAHAI ENDLAW, J

MARCH 23, 2018/ak..