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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
CS(OS) 130/2017, IA No.3390/2017 (u/O XXXIX R-1&2 CPC), IA
No.5898/2017 (u/O XXXIX R-1&2 CPC) & IA No.7524/2018 (u/O
XXIII R-3 CPC).

RAJVIR SINGH Plaintiff

Through: Mr. Sudhir Nandrajog, Sr. Adv. with
Mr. Shrey Chathly and Ms. Bandana
Kaur Grover, Advs. along with
plaintiff in person.

versus

HANS RAJ AGGARWAL & ORS Defendants

Through: Mr. Gaurav Dua, Adv. for D-1,2,4&7.
Mr. R.K. Sachdeva and Mr. Gaurav,
Adv. for D-3.
Mr. Judge Chawla defendant no.6 in
person.

AND

+ CS(OS) 533/2017, IA No.11356/2017 (u/O XXXIX R-1&2 CPC &
IA No.7533/2018 (u/O XXIII R-3 CPC).

KRISHAN KUMAR AGGARWAL Plaintiff

Through: Mr. R.K. Sachdeva, Adv. along with
plaintiff.

versus

RAJVIR SINGH & ANR Defendants

Through: Mr. Sudhir Nandrajog, Sr. Adv. with
Mr. Shrey Chathly, Ms. Karishna
Thakur and Ms. Bandana Kaur
Grover, Advs. for D-1&D-2.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **30.05.2018**

1. The senior counsel for the plaintiff in CS(OS) No.130/2017 states that
(i) CS(OS) No.130/2017 was filed for partition of an immovable property,
with the plaintiff therein claiming ownership under a Sale Deed executed by

the Power of Attorney holder of the co-sharer of the property; (ii) CS(OS) No.533/2017 was instituted for setting aside / cancellation of the said Sale Deed in favour of the plaintiff in CS(OS) No.130/2017 and for permanent injunction restraining the plaintiff in CS(OS) No.130/2017 from dealing with the property; (iii) that the parties in both the suits, vide order dated 16th November, 2017 in CS(OS) No.130/2017 and order dated 4th April, 2018 in CS(OS) No.533/2017, were referred to Mediation Cell of this Court; (iv) mediation has been successful with the efforts of Mr. K.K. Aggarwal, Advocate / Mediator and a Settlement Agreement dated 4th May, 2018 has been signed by all the parties to both the suits, recording the settlement in both the suits; and, (v) the parties have also filed applications under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC) in both the suits being IA No.7524/2018 in CS(OS) No.130/2017 and IA No.7533/2018 in CS(OS) No.533/2017 and seek decree in both the suits in terms of the Settlement Agreement dated 4th May, 2018.

2. On enquiry, all the counsels state that all the parties in both the suits are represented before this Court today and support the Settlement Agreement.

3. I have perused the Settlement Report dated 4th May, 2018 and the Settlement-cum-Compromise Deed dated 2nd April, 2018 stated to be signed by all the parties in both the suits.

4. Though in para 2 (a) of the Settlement-cum-Compromise Deed dated 2nd April, 2018, it has been recorded that the plaintiff in CS(OS) No.130/2017 shall withdraw the suit but the senior counsel for the plaintiff on enquiry states that (i) though there is a Sale Deed in favour of the plaintiff but the plaintiff is not in possession of any part of the property; (ii)

it has now been agreed that on Krishan Kumar Aggarwal paying a sum of Rs.2,15,00,000/- to the plaintiff, the Sale Deed in favour of the plaintiff shall stand cancelled; (iii) out of the said sum of Rs.2,15,00,000/-, Rs.15,00,000/- has been paid and the balance Rs.2 crores has to be paid within twelve months; and, (iv) if the plaintiff in CS(OS) No.130/2017 withdraws the said suit, he will not be able to execute the decree.

5. I have enquired, whether there is any consequence provided in the Settlement-cum-Compromise Deed, of Krishan Kumar Aggarwal not paying the balance sum of Rs.2 crores.

6. It is stated that the plaintiff in CS(OS) No.130/2017 will execute the compromise decree for recovery of Rs.2 crores and without any interest, howsoever long the recovery of the said amount takes.

7. Subject to the aforesaid and making it clear to the counsels for the parties of the limitation in implementation, as sought by all the counsels, both suits are decreed in terms of the Settlement Report dated 4th April, 2018 and Settlement-cum-Compromise Deed dated 2nd April, 2018, both of which shall form part of the decree sheet, leaving the parties to bear their own costs.

8. Decree sheet be drawn up.

9. The Secretary, Mediation Cell of the Court to include the aforesaid Settlement also, along with this order in the meeting to be held.

10. A certificate entitling the respective parties to refund of the Court Fees paid on the plaint be issued and handed over to the respective counsels.

11. The dates of 28th August, 2018 in CS(OS) 130/2017 and 31st July, 2018 in CS(OS) 533/2017 before the Court are cancelled.

RAJIV SAHAI ENDLAW, J

MAY 30, 2018

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