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

+ CS(OS) 70/2009

SHRI RAHUL MALIK Plaintiff

Through Dr.A.S.Chandoik, Sr.Advocate with
Mr.Sandeep Bajaj, Ms.Aakanksha
Nehra and Mr.Naman Tandon,
Advocates.

versus

SHRI GUNINDER PAL SINGH & ANR Defendants

Through Mr.Surender Chauhan with Mr.Vikas
Saini, Advocates for D-3.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

% **04.02.2019**

The present suit has been filed for declaration, mandatory injunction and pre-emption.

On 27th November, 2018, the present suit was referred to the Delhi High Court Mediation and Conciliation Centre for the second time.

Mediation in the present case has been successful through the efforts of Ms.Veena Ralli, Advocate-Mediator. A Settlement Agreement has been executed between the parties on 18th January, 2019.

Today it is agreed between the parties that the sale deed shall be executed and registered within two weeks of the plaintiff handing over the original documents in accordance with Clause 3 of the aforesaid settlement agreement dated 18th January, 2019.

Learned counsel for the plaintiff further states that the plaintiff has executed a power of attorney dated 20th November, 2018 in favour of his father. A photocopy of the said power of attorney is taken on record.

It is pertinent to mention that the Supreme Court in *Afcons Infrastructure Ltd. Vs. Cherian Varkey Construction Co. (P) Ltd., (2010) 8 SCC 24* while dealing with Section 89 of the CPC observed that the settlement agreement will have to be placed before the Court for recording it and in disposing of the suit in its terms, the Court should apply the principle of Order XXIII Rule 3 of the CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.

This Court is satisfied that the compromise between the parties contained in the aforesaid Settlement Agreement satisfies the requirements of Order XXIII Rule 3 CPC. The compromise contained in the aforesaid Settlement Agreement is lawful and therefore, this Court does not find any impediment in decreeing the present suit in terms of the aforesaid Settlement Agreement.

Consequently, the present suit is decreed in terms of the aforesaid statement and Settlement Agreement dated 18th January, 2019 executed between the parties, which is marked as Ex.C-1. Registry is directed to prepare a decree sheet in terms thereof.

With the aforesaid observations, present suit stands disposed of.

MANMOHAN, J

FEBRUARY 04, 2019/KA