

\$~8.

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 185/2016, IA No.4854/2016 (u/O XXXIX R-1&2 CPC) & IA
No.13637/2016 (u/O VII R-11 CPC).

DAVINDER KUMAR MUTNEJA Plaintiff

Through: Mr. Vineet Mehta, Adv.

versus

BRIJENDER MUTNEJA Defendant

Through: Mr. Vivek Kumar Tandon and Ms.
Mamta Tandon, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **14.03.2019**

1. Post preliminary decree dated 7th / 8th November, 2016 for partition of property No.C-48, Preet Vihar, Delhi declaring the plaintiff and defendant to be having one half equal share each, the plaintiff and the defendant were referred to Mediation Cell.
2. Mediation has been successful with the efforts of Mr. Kamal Nijhawan, Advocate/Mediator and a Settlement Agreement dated 21st February, 2019 purporting to be signed by the parties, their Advocates and the Mediator has been received from the Mediation Cell.
3. The counsel for the plaintiff and the counsel for the defendant support the settlement. They also state that the parties are present in person.
4. The counsel for the plaintiff states that the plaintiff, in lieu of his 50% share in the property has received owelty and executed a Relinquishment Deed and other requisite documents in favour of the defendant, constituting the defendant as the sole/absolute owner of the property.

5. The counsels state that though in the Settlement Agreement it is recorded that decree in terms thereof will be sought from this Court but no final decree for partition is required to be passed.
6. I have perused the Settlement Agreement. The compromised arrived at is found to be lawful and is allowed.
7. The suit is disposed of in view of Settlement Agreement dated 21st February, 2019, leaving the parties to bear their own costs.

RAJIV SAHAI ENDLAW, J

MARCH 14, 2019
'pp'..