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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 1791/2011, I.A. 10213/2016, I.A. 4387/2019, I.A. 4388/2019**
 & I.A. 9914/2019

VEENA

..... Plaintiff

Through: Mr. Akhil Mittal, Advocate.

versus

VINOD MAHAJAN & ORS

..... Defendants

Through: Ms. Affifa Atiq, Advocate for
 Defendant Nos. 1-4.
 Mr. Vikas Gautam, Advocate for
 Defendant No. 5.
 Defendant No. 1 in person.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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30.07.2019

I.A. 9914/2019 (application under Order 23 Rule 3)

1. On 12th December 2014, Suit No. 1791/2011 and the Test Case No. 76/2013 and Test Case No. 62/2014 were consolidated.

2. The parties have now jointly filed an application under Order 23 Rule 3, CPC, 1908 stating that they have arrived at an amicable settlement in respect of the suit property bearing no. B- 1/1, Model Town, Part-II, Delhi-110009, admeasuring about 400 sq. yards.

3. The application signed by the Plaintiff, Defendants and their respective counsels has been filed in the Court. The application is duly supported by the affidavits of the parties who are present in the Court and confirm having signed the same. The same is marked as Exhibit C-1. The terms of the settlement are reproduced here under:

“1. That all the parties had mutually agreed that notwithstanding anything contained in any deeds and documents and/or otherwise, executed by late Shri Sardari Lai Mahajan and/or under any other deed[s], document[s] [testamentary and/or non-testamentary] and/or under any law, the Said Property shall at times hereafter be held, enjoyed, owned and possessed by the parties hereto, absolutely and forever as absolute owners as per their respective shares as mentioned below:

S.No	Name of Parties	% in the said property
1.	Sh. Vinod Kumar Mahajan	50%
2.	Mrs. Dolly Mahajan	25%
3.	Ms. Veena	25%

2. That in this context it is clarified that all agreement[s], deeds and documents as may be required for selling, transferring and conveying the Said Property shall be jointly executed and /or registered by all the Parties to this Settlement Agreement.

3. That the parties admit and declare that the Said Property is not an Hindu Undivided Family/Joint Hindu Family Property.

4. That immediately upon with the execution hereof, the parties shall also file before the concerned Hon'ble Courts, joint settlement applications for recording of the revised compromise/settlement, terms under relevant, provisions of law, upholding the terms hereof. Further the parties hereby also agree

to present themselves personally before the Concerned Hon'ble Courts, for recording of the compromise and to give any statement, affidavit etc. in pursuance hereof.

5. That the parties hereby declare and assure each other that they have not done, executed or performed any act, deed or thing whereby the Said Property or any part thereof is effected or prejudiced in title or estate or whereby any of the party hereto is hindered or prevented from entering into the present settlement.

6. That in view of the aforesaid complete settlement, now no dispute remains in between the parties with regard to the Said Property and/or otherwise.

7. That it is agreed and confirmed that the oral settlement which has already been carried out and has been recited herein will be binding on the signatories to this Memorandum and could be given in evidence of the fact that the parties to this deed have satisfied themselves that it has correctly recorded the terms of the oral settlement and this settlement supersedes all other oral, verbal or written understanding, if any, between the parties.

8. That the parties have satisfied themselves regarding the Settlement and in any event, neither party has any claim against each other on any account whatsoever regarding this settlement and this Memorandum of Settlement shall not be reopened on any ground whatsoever.

9. That any error or omission or mis-description of the property regarding the numbers or any reference to the number of documents, books, volumes or pages of the Registrar's office, regarding the title deeds of the Said Property shall not annul this settlement.”

3. The counsels and the parties support the Settlement and seek a decree in terms thereof.

4. Learned counsel for the Plaintiff states that no relief is sought for, against Defendant No. 5 who has already relinquished his share in the suit property in favour of Defendant No. 1. Defendant Nos. 3 and 4 have also executed relinquishment deed of their respective shares in favour of Defendant No. 2. The copies of the said relinquishment deeds are annexed with the application. Defendant No. 1 has given up his claim in respect of the Will that is subject matter of Test Cas. 76/2013. His statement is also recorded to that effect, likewise, Defendant No. 2 has also made a statement giving up her claim in respect of Will that is subject matter of Test Cas. 62/2014.

6. I have perused the compromise/settlement arrived at between the parties and find the same to be lawful.

7. A decree is passed, in terms of the Settlement as recorded in the application. The application alongwith the annexures shall form part of the decree sheet. The pending applications are disposed of.

8. Decree sheet be prepared.

SANJEEV NARULA, J

JULY 30, 2019

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