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

+ **CS(OS) 138/2020 & I.A. 8459/2020**

RAJAT JOON Plaintiff

Through: Mr. Anand Yadav, Adv. with
plaintiff

versus

RAJINDER SINGH JOON & OTHERS Defendants

Through: Mr. Virender Kumar Singh and
Mr. Praduman Rao, Advs. with defendants

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (O R A L)

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21.10.2020

(Video-Conferencing)

1. The disputes between the parties stand settled, with the intervention of the Delhi High Court Mediation and Conciliation Centre, and the Settlement Agreement dated 14th October, 2020 has been placed on record. The Settlement Agreement records the following terms and conditions :

“i. That Smt. Gaytri Devi, Defendant No.2 and Smt. Roshni Joon, Defendant No.3 have already admitted the averments and claim of the Plaintiff in their written statement stating that Shri Rajat Joon is son of Shri Rajinder Singh Joon and Smt. Gaytri Devi. Shri Rajat Joon is their son and born from the wedlock of Defendant No.1 and Defendant No.2. The Defendant Nos. 2 and 3 are still maintaining their stand and agree that the plaintiff is a son of defendant Nos. 1 and 2 and born from their wedlock.

ii. That Shri Rajinder Singh Joon, Defendant No.1 has also admitted and agreed that Shri Rajat Joon (Plaintiff) is born from his wedlock with Smt. Gaytri Devi (Defendant No. 2) and Shri Rajat Joon always lived with them being their son and averments made by Shri Rajat Joon Plaintiff in the plaint are correct. There was some developments/misunderstanding and therefore Defendant No.1 refused to recognize Shri Rajat Joon as his son for the first time in February 2020. The Defendant No.1 agrees and admits the plaintiff is his son and mentioning the name of Shri Krishan Joon and Smt. Roshni Joon as father and mother of the Plaintiff in school education record or any other record is of no consequence and Plaintiff was always and is son of Defendant No.1 and Defendant No.2.

iii. That the OS (OS) No. 138/2020 be disposed on in terms of the present agreement.

iv. The parties agree that they shall appear before the Hon'ble Court during virtual hearing to make their statements in terms of the present Settlement Agreement.”

2. The Plaintiff, and Defendant Nos. 1 and 2, are present alongwith their learned Counsel. The parties have also confirmed that the Settlement Agreement is acceptable to them and that the suit and pending application may be disposed of in terms thereof.

3. Accordingly, the Settlement Agreement dated 14th October, 2020 is taken on record. The disputes in the suit having been resolved in accordance with the Settlement Agreement, are disposed of in terms thereof. The Settlement Agreement shall bind the parties and the parties shall abide by the covenants thereof.

4. The suit is decreed accordingly. Decree sheet be drawn up by the Registry.

5. In view of the Settlement Agreement, Mr. Yadav, learned Counsel for the plaintiff submits that he is not pressing prayers (b) and (c).

6. In view of the fact that the disputes have been settled, the plaintiff is not required to deposit court fees in the matter.

C. HARI SHANKAR, J.

OCTOBER 21, 2020/kr

