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

+ CS(OS) 1344/2006

DR.CHITTARANJAN PRASAD MANDAL Plaintiff

Through: Mr. Ajay Chaudhary with Mr. Mohit
Chaudhary & Mr. Siddhant, Advs.

Versus

SHANKUNTALA MANDAL AND ORS. Defendants

Through: Mr. Shivnath Kumar, Adv. for
Ms. Arti Prasad.
Mr. Dushyant Sisodiya, Adv. for D-2.

AND

+ CS(OS) 1964/2006

DR. BHARATI PRASAD YADAV & ANR Plaintiffs

Through: Mr. Dushyant Sisodiya, Adv. for P-1.
Mr. Shivnath Kumar, Adv. for
Ms. Arti Prasad.

Versus

DR. CHITTARANJAN PRASAD & ORS Defendants

Through: Mr. Ajay Chaudhary with Mr. Mohit
Chaudhary & Mr. Siddhant, Advs. for D-1.
Mr. Syed Hasan Isfahani, Adv. for D-2A,
2B & 2C.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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25.02.2020

1. Both the suits are for partition of the estate of late Yamuna Prasad Mandal, with his children from his first and second wives as parties thereto.
2. The parties, vide order dated 16th January, 2018 were referred to the Mediation Cell of this Court.
3. Mediation has been successful with the efforts of Mr. Atul Batra, Advocate/Mediator and a settlement agreement dated 22nd January, 2020

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purporting to be signed by or on behalf of the parties, the Advocates for the parties and the Mediator, has been received from the Mediation Cell of this Court.

4. The original Settlement Agreement has been placed in Part I File of CS(OS) No.1964/2006 and copy whereof has been placed in Part I File of CS(OS) No.1344/2006.

5. The counsels, on enquiry state that they represent each of the parties party to the Settlement Agreement and all the parties are also present in person in the Court. They support the Settlement Agreement and seek disposal of the suits in terms thereof.

6. The counsels, under their signatures, have been permitted to correct the typographical error in Clause A(e) of the Settlement Agreement.

7. I have perused the contents of the Settlement Agreement. It is found that the parties, besides settling the disputes with respect to the estate of Yamuna Prasad Mandal, have also settled the disputes though not subject matter of the present suits but *inter se* parties with respect to estate of Shakuntala Mandal, the second wife of Yamuna Prasad Mandal.

8. The compromise arrived at is found to be lawful.

9. On enquiry, whether the cheques mentioned to have been issued in the Settlement Agreement have been issued and encashed, it is stated that the cheques have been received by the recipient parties but bear the date of tomorrow and are to be encashed.

10. The counsel for Dr. Chittaranjan Prasad Mandal, the issuer of the cheques confirms that the cheques, on presentment will be honoured and agrees that if the cheques are not honoured, the settlement would not bind

the recipients of the cheques.

11. The Settlement Agreement is also not found to provide whether a decree, in terms of the Settlement Agreement, of partition of property, is to be passed.

12. The counsels on enquiry state that a decree for partition of the estate of Yamuna Prasad Mandal be passed and further state that the stamp duty/Court fee payable on the decree with respect to estate of Yamuna Prasad Mandal shall be borne by Dr.Chittaranjan Mandal.

13. The counsels for Dr. Bharti Prasad Yadav and Dr. Arti Prasad state that since in the estate of Smt. Shakuntala Mandal the children of Sh.Yamuna Prasad Mandal from his first wife would in law have, no share (and which is confirmed by all the other counsels), no decree for partition with respect to the estate of Smt. Shakuntla Mandal be passed and it may only form part of the Settlement arrived at, which shall bind the heirs of Yamuna Prasad Mandal from his first wife as well.

14. It is ordered accordingly.

15. A decree for partition of the estate of Yamuna Parasad Mandal is accordingly passed in terms of the Settlement Agreement dated 22nd January, 2020 and today's order which shall form part of the decree sheet, leaving the parties to bear their own costs.

16. Decree sheet be prepared.

17. The parties are bound by the terms of the Settlement Agreement insofar as with respect to the estate of Shakuntala Mandal.

RAJIV SAHAI ENDLAW, J.

FEBRUARY 25, 2020/‘ak’..
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