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

+ **CS(OS) 517/2019**

MS. NEELAM Plaintiff

Through **Mr. Lalit Gupta, Adv.**

versus

MRS. CHANDRA REKHA MALIK & ANR. Defendants

Through **Mr. Chandra Shekhar, Mr. Prashant Shekhar & Mr. Ashwani Saini, Advs.**

CORAM:

HON'BLE MR. JUSTICE C .HARI SHANKAR

ORDER (ORAL)

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28.09.2021

(Video-Conferencing)

I.A. 12623/2021 (Order XXIII Rule 3 CPC) In CS(OS) 517/2019

1. This is an application under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC) for disposing of CS(OS) 517/2019 on the basis of the Agreement at which the parties have arrived. The terms of the agreement, as set out in para 4 of the application, may be reproduced:

“4. The settlement/compromise arrived at between the Plaintiff and the Defendants, is without any force, coercion or undue influence and after fully understanding the prospects and consequences of the compromise, the terms whereof are as under:-

a) The Plaintiff and the Defendants agree, admit acknowledge and confirm that the Share of Late Smt Sumitra Devi Malik will devolve upon the Plaintiff, namely Ms. Neelam, and the Plaintiff has one-third (33.33%) undivided share/ right/ title/ interest in the

suit property.

b) The Plaintiff and the Defendants agree, admit acknowledge and confirm that the Defendant No. 1, namely Mrs. Chandra Rekha Malik, has one-third (33.33%) undivided share/ right/ title/ interest in the suit property.

c) The Plaintiff and the Defendants agree, admit acknowledge and confirm that the Defendant No. 2, namely Mrs. Sunaina Malik, has one-third (33.33%) undivided share/ right/ title/ interest in the suit property.

d) The Plaintiff and the Defendants admit, acknowledge and undertake to jointly get the suit property converted from leasehold basis to freehold basis from the appropriate government authority and also undertake to pay all proportionate charges as may be required in this regard and further undertake to execute all document(s) as may be required in this regard.

e) The Plaintiff and the Defendants admit and acknowledge that the Plaintiffs and the Defendants have entered into an executed a Term Sheet 'dated 15.09.2021 with regard to sale/ transfer of the rights, title, interest of the Plaintiff and the Defendants in the entire suit property in favour of the intending purchaser, namely Mr. Rajesh Gupta of "BDR Group.

f) The Plaintiff and the Defendants admit, acknowledge and undertake to remain bound by the terms of the Term Sheet dated 15.09.2021.

g) The Plaintiff and the Defendants admit, acknowledge and undertake to transfer all their rights, title, interest in the entire suit property in favour of the intending purchaser, namely Mr. Rajesh Gupta of "BDR Group, or his nominee, upon conversion of the entire suit property from leasehold basis to freehold basis.

h) The Plaintiff and the Defendants admit and

acknowledge that in 'view of the present compromise/settlement entered into between the Plaintiff and the Defendants, the present suit filed for partition, declaration, mandatory and permanent injunction stands compromised/settled.

i) The Plaintiff and the Defendants admit and acknowledge that they have entered into the present compromise out of their own free volition/ will and without any force, fraud, undue pressure, coercion, misrepresentation etc.”

2. Mr. Lalit Gupta, learned counsel for the plaintiff, submits that as the property is being sold to a third party, he does not seek a decree in that regard and only seeks that the suit may be disposed of.

3. Learned counsel for the defendants is present and he does not oppose the prayer of the plaintiff.

4. In view thereof, no question survives for adjudication in the suit, the suit stands disposed of, in terms of the aforesaid settlement arrived at between the parties by which the parties agree to remain bound.

5. All pending applications stand disposed of accordingly.

C. HARI SHANKAR, J

SEPTEMBER 28, 2021

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