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

% ***Date of decision: 02.12.2021***

+ CS(OS) 213/2019

SH. RAM KUMAR SHOKEEN Plaintiff

Through Mr.Rajesh Singh Chauhan, Adv.

versus

SH. RAJPAL SHOKEEN & ANR. Defendants

Through Mr.Aditya Chaudhary, Adv. for
Respondent Nos.1 & 2.

CORAM:

HON'BLE MR. JUSTICE SURESH KUMAR KAIT

J U D G M E N T (oral)

I.A.15848/2021

1. Joint application has been filed on behalf of plaintiff and defendant nos.1 & 2 under Order XXIII Rule 3 read with Section 151 CPC for passing the decree of partition in view of the compromise deed dated 17.11.2021 along with site plans annexed thereto.

2. Learned counsel for the plaintiff submits that the dispute between the parties has been amicably settled and prays that the decree in terms mentioned in compromise deed dated 17.11.2021 with site plans be issued.

3. In view of the submission of counsel for the plaintiff, application is

allowed and disposed of.

4. Accordingly, compromise deed dated 17.11.2021 along with site plans be taken on record.

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5. The present suit has been filed by the plaintiff seeking partition of immovable property under the Partition Act, 1893 and permanent injunction under Section 38 of the Specific Relief Act, 1963.

6. The plaintiff and defendants are real brothers and are joint owners of the following suit properties:-

- i. The constructed property upon the land admeasuring 927 sq. yds in Khasra No.251-252, Mohalla Pachaya, Near MCD School, Village Chhawla, New Delhi-110071.
- ii. The double storey constructed property upon the land admeasuring 199.45 sq. yards in Mohalla Pachaya in Village Chhawla, New Delhi-110071.
- iii. The constructed property upon the land admeasuring 81 sq. yards in Mohalla Pachaya in Village Chhawla, New Delhi- 110071.

7. This court is informed that the parties have mutually settled their disputes and the terms of the settlement have been incorporated in compromise deed dated 17.11.2021, which is duly signed by both the sides/parties. The aforesaid compromise deed dated 17.11.2021 has come on

record along with site plans.

8. Learned counsel for the plaintiff submits the terms of settlement are incorporated in the aforesaid compromise deed dated 17.11.2021 read with site plans and the present suit be decreed in terms thereof.

9. Learned counsel appearing on behalf of defendants submit that defendants undertake to abide by the terms of aforesaid compromise deed dated 17.11.2021 along with site plans.

10. This Court has gone through the contents of the mediated compromise deed dated 17.11.2021 and find it to be valid and lawful.

11. Accordingly, the present suit is decreed in terms of compromise deed dated 17.11.2021 read with site plans, which shall form part of decree. Decree sheet be accordingly drawn.

12. Needless to say, parties shall remain bound by the terms of the compromise deed dated 17.11.2021 read with site plans.

13. In view of above, present suit is accordingly disposed of.

(SURESH KUMAR KAIT)
JUDGE

DECEMBER 02, 2021
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