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

+ **CS(OS) 48/2023 & I.A. 1347/2023**

CHETAN

.....Plaintiff

Through: Mr. Neeraj Badjatya, Mr. Vivek Raj
Singh & Mr. Shivveer, Advs.

versus

MR. JAI SHIV SHARMA & ORS.

.....Defendants

Through: Mr. Vipin Nandwani, Adv. for D1
(Through VC)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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09.09.2024

CS(OS) 48/2023

1. This order is being passed in continuation of the order passed on 01.08.2024 passed by this Court.
2. Defendant no. 3, Mrs. Pushpa Sharma, had appeared before the learned Joint Registrar (J) on 14.08.2024 and recorded her statement confirming her acceptance of Settlement Agreement dated 24.07.2024. The statement reads as under:

"Statement of Mrs. Pushpa Sharma aged about 67 years D/o Late Sh. Kishori Lal, W/o Late Mr. D.D. Sharma R/o near Saket, 91/101, Vikram Apartment, Chandralok Colony, Indore, Madhya Pradesh-452001. (Aadhaar Card No. 817534109219)"

On SA

I am defendant no. 3 in this suit. I am having no objection regarding the



settlement agreement dated 24.07.2024. I had given my consent regarding relinquishment of my share in the house built up on Plot No. A159, Hari Nagar, Clock Tower, New Delhi-110064 (suit property) in favour of the plaintiff and defendant no. 1. I had already executed an affidavit dated 18.03.2024 in this regard i.e. Annexure A. I further confirm my acceptance to the settlement agreement dated 24.07.2024.

I am making this statement voluntarily, freely and with my own free will without any pressure, coercion etc.”

3. The plaintiff, defendant no. 1, defendant no. 2 and defendant no. 4 have already appeared and confirmed their acceptance of Settlement Agreement before this Court on 01.08.2024. In view of the statements of the parties, the terms of settlement are accepted.
4. The parties shall remain bound by the Settlement Agreement.
5. Having regard to the aforesaid, this Court is satisfied that the parties have arrived at lawful settlement on the terms detailed in the Settlement Agreement. There is no impediment in grant of decree in terms of the Settlement Agreement, which shall form part of this order.
6. Since, the property has devolved upon plaintiff, defendant no. 1 and defendant no. 2 as per the Settlement Agreement, the liability to pay stamp duty for the registration of decree shall be borne by the said parties.
7. This Court is satisfied that the parties have arrived at lawful settlement on the terms detailed in the Settlement Agreement as per the ratio set out in clause 4 of Settlement Agreement.
8. Though, the Settlement Agreement contains prayer for refund of Court fees, however, learned counsel for the plaintiff states that since a nominal Court fee was paid at the time of institution of suit, he is, therefore, not pressing the said relief anymore. The said statement is taken on record.
9. The registry is directed to place the statement of defendant no. 3 on



record in the Court's e-file folder pertaining to pleadings.

10. The suit is accordingly decreed in terms of the Settlement Agreement, which terms shall form part of the decree. The decree shall be drawn up accordingly.

11. Interim order dated 23.01.2024 stand vacated.

12. All pending applications shall stand disposed of.

13. All further dates of hearing in the suit are hereby cancelled.

MANMEET PRITAM SINGH ARORA, J

SEPTEMBER 9, 2024/hp/ms

Click here to check corrigendum, if any