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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 37/2023**
GAURAV JAIN & ANR.Plaintiffs

Through: None
versus

RUCHIKA SINGHAL & ORS.Defendants
Through: Mr. Anurag Vashisht, Advocate for
D-8, 9, 10, 12, 13 and 15
Mr. Amit Sood, Mr. Madhur Arora,
Mr. Chandan Dutta, Mr. Aditya Jagia,
Advocates for D-16 to 20

CORAM:
HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **02.08.2024**

I.A. 35275/2024 (under Section 152 CPC, 1908 seeking rectification of the judgment/compromise decree dated 23.07.2024)

1. This is an application filed by defendant no. 4 and defendant nos. 16 to 20 seeking correction of the order dated 23.07.2024 under Section 152 Code of Civil Procedure, 1908 ('CPC').
2. Learned counsel for the applicants states that at paragraph 3.4 of the order dated 23.07.2024 an error has crept inasmuch as it records that the suit for cancellation of the two sale deeds is pending at District Courts, Mumbai.
3. He states that the true fact is that the suit for cancellation of the two sale deeds is pending at District Courts, Shahdara, Karkardooma Court, Delhi. He states that the aforesaid correction may be carried out so as to avoid any error in the record.
4. The error pointed out by the applicants is borne out from the record.



Accordingly, the application is allowed. The corrections at paragraph 3.4 is highlighted in bold and the corrected order shall read as under:

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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 37/2023**
GAURAV JAIN & ANR.

.....Plaintiffs

Through: Mr. Akshay Gupta, Advocate
(Through VC)
Plaintiff nos. 1 and 2 are in person

versus

RUCHIKA SINGHAL & ORS.

.....Defendants

Through: Mr. N. P. Singh, Advocate for D-2 &
D-3
Mr. Gaurav Seth, Advocate
(Through VC)
Mr. Amit Sood and Ms. Madhur
Arora, Advocates for D-16 to D-20
Defendant no. 4 in person

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **23.07.2024**

I.A. 33968/2024 (Under Order XXIII Rule 3)

1. By way of the present joint application filed under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure ('CPC'), the plaintiff and defendants seek passing of the compromise decree in terms of the settlement agreement dated 01.06.2024 ('Settlement Agreement').
2. The application has been signed by all the parties and is duly supported by their affidavits. The application is also signed by their counsels respectively.
3. Learned counsel for defendant nos. 16 to 20 states that by virtue of this settlement agreement, all the parties agree and confirm that defendant nos. 16 to 20 are the lawful owners of the property bearing No.239 and 240, located in area of Village Chandrawali alias Shahdara, in the abadi of Bazar Mandi, now known as Anaj Mandi, Bara Bazar, Illaqa Shahdara Delhi-110032 ('suit property') and are in actual physical possession of the suit property.
 - 3.1. He states that by virtue of the Settlement Agreement, the plaintiff and defendant nos. 1 to 15 are left with no right, title or interest in the suit property.
 - 3.2. He states that in addition to this suit, there are two other suits pending



between the parties before the District Court and the said suits are also being withdrawn settled between the parties.

3.3. He has specifically drawn this Courts attention to clauses 4, 5 and 13 of the Settlement Agreement to state that defendant no. 4 had relied upon two sale deeds executed at Mumbai and registered at Mumbai. He states that defendants agreed that the said sale deeds are null and void and have agreed for surrendering the same for cancellation.

3.4. He states that an appropriate relief for seeking cancellation of the said sale deeds in the records of the concerned sub-Registrar at Mumbai will be prayed for in the suit pending before the **District Courts at Karkardooma, Delhi**. The said statement is taken on record and parties are bound down to the same.

3.5. He states that the parties have undertaken to perform their respective obligations set out in the agreement including quashing of the FIR and the payment of money as set out in the Settlement Agreement.

4. Learned counsel for the plaintiff and defendant nos. 1 to 15 also confirm the submissions of defendant nos. 16 to 20.

5. This Court has perused the Settlement Agreement and interacted with plaintiff and defendant no. 4, who are present in Court and confirmed their satisfaction with the Settlement Agreement.

6. Having regard to the aforesaid, this Court is satisfied that the parties have entered into the Settlement Agreement of their own free will and without any coercion. This Court is satisfied that the parties have arrived at lawful settlement and there does not appear to be any impediment in allowing the application. The terms of Settlement Agreement are accepted and taken on record and shall be deemed to form part of this order.

7. The application is hereby allowed and the parties are hereby bound down to the obligations assumed by them under the said Settlement Agreement.

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8. The suit is accordingly decreed in terms of the Settlement Agreement dated 01.06.2024 which terms shall form part of the decree. The decree shall be drawn up accordingly.

9. All pending applications shall stand disposed of.

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

MANMEET PRITAM SINGH ARORA, J

JULY 23, 2024/rhc/ms



5. The registry is directed to upload the corrected version of the order on the website.
6. With the aforesaid corrections, the application is allowed.

MANMEET PRITAM SINGH ARORA, J

AUGUST 2, 2024/msh/ms