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

+ **CS(OS) 12/2021**

DINESH KUMAR VERMAPlaintiff

Through: Mr. Sulakash Singh, Adv. with
plaintiff in person.

versus

GANGA DASS VERMA & ORS.Defendants

Through: Mr. S.K. Verma and Ms. Pooja
Chadha, Advs. for D-1 & D-2 along
with D-1 & D-2 in person.
Mr. Naveen Kumar, Adv. for D-3 &
D-4 along with D-3 & D-4 in person.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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16.08.2024

I.A. 36687/2024 (for disposal of suit being settled by plaintiff in terms of MoU under Section 151 CPC) and CS(OS) 12/2021

1. The present application has though been filed under Section 151 CPC but actually it is an application under Order XXIII Rule 3 CPC praying for disposal of the suit in terms of the Memorandum of Understanding (MoU) arrived at between the parties to the suit.
2. The present suit was filed by the plaintiff praying for partition, permanent injunction and *mesne* profits with regard to the suit property bearing no. B-1, 100 Futa Road, Indira Niketan, Uttari Chajjupura, Shahdara Delhi-110094.
3. However, during the pendency of the proceedings, the parties have arrived at a settlement, terms whereof have been reduced in writing in the form of Memorandum of Understanding dated 29.07.2024, which is annexed



to the present application.

4. It is also apposite to note here that the parties are related to each other; the defendant nos. 1 and 2 is the father and brother, respectively, of the plaintiff whereas the defendant nos. 3 and 4 are the sisters of the plaintiff.

5. It is a term of the aforesaid settlement that the defendant no.2 shall execute a Gift Deed with regard to the two flats in his own name viz., upperground floor and third floor (with roof rights) of the property no.1/11701, Old no.1619-C-1, out of Khasra No.99, Panchsheel Garden, Naveen Shahdara, Delhi-110032 in favour of the plaintiff.

6. It is also mentioned in the settlement that the plaintiff shall not claim any right in the suit property.

7. The Memorandum of Understanding has been signed by the plaintiff, the defendant no.1 and 2, whereas the same is witnessed by defendant no.3, as well as, one of the son of the plaintiff.

8. In so far as the defendant no.4 is concerned, she is present in Court and states that written statement has already been filed on her behalf and she has given her no objection in favour of the defendant no.1. She further states that she has no objection in case the present suit is disposed of in terms of the MoU. The statement of defendant no.4 is taken on record.

9. The settlement has been reduced in writing and the MoU is also signed by all the contesting parties, which factum is also affirmed by the parties, who are present in Court today. This Court also finds that the settlement is lawful and there is no impediment in disposing of the suit, in terms of the settlement. The parties shall remain bound by the settlement.

10. Accordingly, the suit is disposed of in terms of the MoU dated 29.07.2024, which shall form part of the decree.



11. The present I.A, as well as, the suit along with other pending applications, if any, are disposed of.

12. The next date of hearing i.e. 02.09.2024 before Court stands cancelled.

VIKAS MAHAJAN, J

AUGUST 16, 2024/dss