



\$~27

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

+ **CS(OS) 82/2022 & I.As. 2396/2022, 13039/2023, 15015/2023**

VIJAY KUMAR ROYPlaintiff

Through: Ms. Azra Rehman, Ms. Harita Mehta
and Ms. Deshna Jain, Advocates
(Through VC)

versus

REKHA KAPOOR & ORS.Defendants

Through: Ms. Jyoti Kumar, Advocate for D-1

Mr. J. C. Mahindro and Mr. Abhishek
Kumar, Advocates for D-2 (Through
VC)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **20.09.2024**

CS(OS) 82/2022

I.A. No. 40092/2024 (under Order XXIII Rule 3CPC)

1. This is an application filed by the parties for recording the settlement arrived between the parties before the Delhi High Court Mediation and Conciliation Centre vide settlement agreement dated 29.05.2024.
2. The application is supported by the affidavits of all the parties i.e., plaintiff no.1 and defendant nos. 1 to 3. The plaintiff no. 1 has signed the affidavit on behalf of his self and plaintiff no. 2 i.e., Mr. Sanjay Roy being his power of attorney holder.
3. Learned counsel for the plaintiffs' states that the general power of attorney executed by Mr. Sanjay Kumar in favour of plaintiff no. 1 has been filed with I.A. 1600/2023.
4. Learned counsels for the parties state that the parties confirm the



validity and the genuineness of the Will dated 20.01.2017 executed by late Smt. Meena Roy Kapoor.

4.1 Learned counsels for the parties' state that the parties have arrived at a mutual settlement with respect to the ownership and partition of the immovable properties, which have been enlisted at clauses 5(a) to 5(f) in the manner set out in the said agreement.

4.2 Learned counsels for the parties' state that in fact all obligations set out in clause 5(a), 5(b), 5(c), 5(d) and 5(f) already stands implemented.

5. With respect to immovable property at clause 5(e), learned counsel for defendant no. 2 states that the vacant physical possession of the property A-114, Gulab Bagh (upper ground floor) Uttam Nagar, New Delhi-110059 has already been handed over to plaintiff no. 1 and he states that defendant no. 2 undertakes to execute a transfer deed in favour of plaintiff no. 1 as and when called upon by the plaintiff no. 1 to do so.

5.1 Learned counsels for the parties' state that the parties will take steps for having the requisite documents *qua* A-114, Gulab Bagh executed within reasonable time.

6. Learned counsel for the plaintiff prays that she is not pressing for the relief of the refund of the court fee considering the nominal amount deposited by the plaintiff. The said statement is taken on record and the prayer for refund of Court fee is hereby dismissed.

7. This Court has considered the submissions of the parties and perused the settlement agreement dated 29.05.2024. This Court is satisfied that the settlement arrived between the parties is lawful. Accordingly, the present application is hereby allowed and the suit is decreed in terms of the settlement agreement dated 29.05.2024, which shall form part of the decree.



It is hereby directed that parties shall remain bound by the terms and obligations assumed under the settlement agreement dated 29.05.2024, which shall form the part of the decree.

8. Let the decree be drawn up accordingly.
9. Pending application stands disposed of.
10. The interim order dated 11.02.2022 stands vacated.
11. All future dates stand cancelled.

MANMEET PRITAM SINGH ARORA, J

SEPTEMBER 20, 2024/rhc/sk