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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 141/2024 and I.A. 4193/2024**
HARPREET SINGH JOLLY Plaintiff
Through: Ms. Sitwat Nabi, Advocate
Plaintiff *via* video-conferencing.
versus
BALJIT SINGH JOLLY & ORS. Defendants
Through: Ms. Riyal Suryavanshi with Mr.
Vinayak Sankar, Advocates for D-1
and 2.
Ms. Aleena, Advocate for D-3 to 6.
Ms. Aditi Chaudhary, Advocate for
D- 7 to 9.
Defendants Nos.1 to 9 *via* video-
conferencing.

CORAM:
HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

29.04.2024

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Pursuant to what has transpired in the earlier hearings, learned counsel for the parties inform the court that the parties have settled their *inter-se* disputes through mediation *vide* Settlement Agreement dated 26.04.2024 (hereinafter referred to as "Settlement Agreement").

2. A signed copy of the Settlement Agreement has been placed on record. The parties to the Settlement Agreement, namely the plaintiff and defendants Nos.1 to 9 have joined the hearing *via* video-conferencing.
3. For the record, it may be observed that plaintiff was present in-person in court in the forenoon session, when this court directed learned counsel for the parties to bring on record a copy of the Settlement Agreement signed between the parties.



4. The court has interacted with the parties. The parties confirm signing the Settlement Agreement. They also confirm to remain bound by the terms thereof.
5. During the course of interaction with the parties, it is pointed-out that the name of Shri Baljit Singh Jolly, as appearing in the recital at internal page 4 of the Settlement Agreement, is an inadvertent error, since, as per an earlier settlement agreement dated 07.05.2010, Shri Harpreet Singh Jolly and Smt. Sabina Kaur are admittedly the joint owners of Mansarover Garden property. It is pointed-out that the fact that Mansarover Garden property is jointly owned by Shri Harpreet Singh Jolly and Smt. Sabina Kaur is also duly reflected at internal pages 7 and 10 of present Settlement Agreement.
6. As requested by the parties, it is therefore clarified, that the reference to Shri Baljit Singh Jolly at internal page 4 of the Settlement Agreement, as one of the joint owners of the Mansarover Garden property with Shri Harpreet Singh Jolly is an erroneous recording; and that, as per the settlement between the parties, the Mansarover Garden property is jointly owned by Shri Harpreet Singh Jolly and Smt. Sabina Kaur.
7. Shri Harpreet Singh Jolly/plaintiff submits, that though there are several aspects of the Settlement Agreement that are still to be acted-upon by parties, however he does not wish to keep the suit pending and prays that the suit be decreed, in the terms of the Settlement Agreement.
8. The court is satisfied that the parties have resolved their *inter-se* disputes through a lawful agreement.



9. In view of the above, Settlement Agreement dated 26.04.2024, is taken on record. Parties shall remain bound by the terms of the Settlement Agreement.
10. The suit is accordingly decreed in terms of Settlement Agreement dated 26.04.2024, which terms shall form part of the decree.
11. Decree sheet be drawn-up accordingly.
12. Pending applications, if any, also disposed-of.

ANUP JAIRAM BHAMBHANI, J

APRIL 29, 2024

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