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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 80/2019**
SH DEEPAK @ SONU

..... Plaintiff

Through: Mr. Rahul Sharma and Mr. Sachin,
Advocates.

versus

SH SUDHIR DABAS

..... Defendant

Through: Mr. Pankaj Gupta, Advocate for D-1.
Mr. Ankit Rana, Advocate for D-2.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

% **22.05.2024**

I.A.20481/2022 (under Order 1 Rule 10 CPC on behalf of applicant Raj Rani for Impleadment as defendant No.2)

1. An application has been filed on behalf of Ms. Raj Rani for being impleaded as defendant No.2.
2. Learned counsel for plaintiff and defendant No.1 submits that they have no objection to her impleadment.
3. In view of the submissions made in the application, Ms. Raj Rani is impleaded as defendant No.2.
4. Amended memo of parties be filed.
5. The application is allowed and is accordingly disposed of.



I.A. 29540/2024 (under Order XXIII Rule read with Section 151 CPC on behalf of plaintiff, defendant and applicant for Disposal of the suit in terms of Compromise)

6. An application has been filed on behalf of all the parties, wherein it is submitted that the parties have amicably settled all their disputes vide Compromise Settlement Deed dated 11.05.2024. The Settlement is annexed with the application which bears the signatures of all the parties and of their counsels.
7. The plaintiff and defendant No.2 Ms. Raj Rani are present in Court while defendant Sh. Sudhir has joined through Video Conferencing.
8. The parties have endorsed that they have settled the matter without any pressure and coercion and shall remain bound by the terms of the Settlement Deed.
9. Pursuant to the Settlement, a Bank Draft No.385357 dated 17.05.2024 drawn on Punjab National Bank, Kanjhawala, Delhi for a sum of Rs. 2,11,75,000/- has been handed over by Shri Sudhir to the plaintiff and another Bank Draft No.385358 dated 17.05.2024 drawn on Punjab National Bank, Kanjhawala, Delhi for a sum of Rs.35,00,000/- has been handed over to defendant No.2 Ms. Raj Rani in compliance of the Settlement dated 11.05.2024.
10. It is further agreed between the parties that the Sale Deed in favour of defendant No.1 shall be held to be valid with no challenge from plaintiff and defendant No.2.
11. The present suit is hereby disposed of in terms of the Settlement dated 11.05.2024.
12. The Court fee be refunded to the plaintiff in accordance with law.



13. The next date of 20.09.2024, fixed before learned Joint Registrar, stands cancelled.

NEENA BANSAL KRISHNA, J

MAY 22, 2024/va