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

+ **CS(OS) 308/2023**

TERYOSHA AGGARWAL & ANR.Plaintiffs

Through: Mr. Pankaj Gupta, Advocate with
Plaintiff No. 1 in person.

versus

SUNITA AGGARWAL & ORS.Defendants

Through: Dr. Pankaj Garg, Sr. Adv. with Mr.
Yaksh Garg, Ms. Saumya Jain and
Ms. Atulika Ghawana, Advocates for
D-4, LR's of D-3 and Impleader.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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20.12.2024

I.A. 48938/2024 (Application under Order 32 Rule 3 of the CPC for appointment of Guardian for Minor)

1. This is an application filed by the Plaintiff No. 1 under Order XXXII Rule 3 of the Code of Civil Procedure, 1908 (CPC) seeking her appointment as a Guardian ad-litem for the minor Plaintiff No. 2. It is stated that Plaintiff No. 1 is the mother and the natural guardian of Plaintiff No. 2 and has no interest adverse to that of the Plaintiff No. 2.

2. By way of this application, the Plaintiff No. 1 also seeks leave to enter into settlement of the disputes on behalf of Petitioner No.2, which are subject matter of the suit with the Defendants and in this regard, relies upon the contents I.A. No. 49249/2024 and the Settlement Deed dated 12.12.2024 filed therewith.

3. The Defendants have no objection to this application and confirm the contents of the same.



4. Accordingly, the application is allowed and the Plaintiff no. 1 is hereby appointed as the Guardian of Plaintiff No. 2 (Minor) for these proceedings as well as she is granted leave to enter into a compromise with the Defendants on behalf of Petitioner No.2 in terms of the Settlement Deed dated 12.12.2024.

5. With the aforesaid directions, the application stands disposed of.

CS(OS) 308/2023 and I.A. 49249/2024(Application under Order XXIII Rule 3 CPC for seeking decree of the suit on the basis of the settlement agreement dated 12.12.2024)

6. Learned counsel for the Plaintiffs states that the amended memo of parties stands filed with the e-Diary No.3250903/2024. He is directed to have the same placed on record within one (1) week.

7. I.A. 49249/2024 is a joint application filed by Plaintiffs and Defendants seeking a decree of the suit on the basis of Settlement Agreement executed between the parties on 12.12.2024.

Submissions of the Plaintiffs

8. Learned counsel for the Plaintiffs states that Defendants have undertaken to pay a sum of Rs. 5 Crores to the plaintiffs within 12 months from today.

8.1 He states that upon receipt of the entire amount of Rs. 5 Crores, the Plaintiffs will peacefully vacate and hand over the vacant possession to the Defendants of the portion of the property at Punjabi Bagh i.e., Residential built-up House No. 14, Road No. 75, West Punjabi Bagh, New Delhi, which is in her possession.

8.2 He states that the plaintiff no. 1 has signed the Settlement Deed dated 12.12.2024 and filed her affidavit in support of the present application for



self and plaintiff no. 2.

Submissions of the Defendants

9. Learned counsel for the Defendants states that the Defendant Nos. 2, 4, 5 & 6 have signed the Settlement Deed dated 12.12.2024 and filed their affidavits in support of the present application.

9.1 He states that the original Defendant No. 1 and Defendant No. 3 have since deceased, however, their legal representatives have been brought on record.

9.2 He states that with respect to the legal heirs of deceased Defendant No. 3; one of the legal heir Mr. Chetan Aggarwal has been authorised by Mrs. Meena Aggarwal and Mrs. Tina Aggarwal to execute documents and represent them in these proceedings. He states Mr. Chetan Aggarwal is also a defendant in his personal capacity.

9.3 He states that in this manner, all the Defendants are duly represented before this Court and have signed this application as well as the Settlement Deed.

9.4 He states that Defendants undertake to pay the amount of Rs. 5 Crores within the time agreed between the parties under the settlement and in case there is any default, the Defendants have undertaken to compensate the plaintiffs by paying interest thereon.

9.5 He states that Plaintiffs have undertaken to execute appropriate documents including relinquishment deed in favour of the Defendants, so as to perfect the title of the Defendants.

9.6 He states that parties have agreed that the Defendants are at liberty as per the Settlement Agreement, to sell the suit properties to enable them to raise funds in order to pay the Plaintiffs.



Directions

10. This Court has considered the submissions of the parties and perused the Settlement Deed dated 12.12.2024, which has been notarised on 17.12.2024 and is satisfied that the settlement arrived at between the parties is lawful.

11. Plaintiff No. 1, Defendant Nos.2 and 4 to 6 are personally present in Court and they confirmed the due execution of the settlement deed as well as undertake to this Court to remain bound to perform the obligations assumed under the settlement agreement.

12. In addition to the terms already agreed between the parties, this Court also directs that in case the Plaintiffs default in vacating the portion of the Punjabi Bagh property, which is in their possession, after receiving the entire amount of Rs. 5 Crores, the Plaintiffs will become liable to pay mesne profit at Rs. 50,000/- per month to the Defendants. This is in addition to the rights of the defendants to seek execution of the decree passed herein.

13. The compromise contained in the aforesaid Settlement Agreement dated 12.12.2024 is lawful and therefore, this Court does not find any impediment in decreeing the suit in terms of the aforesaid Settlement Agreement dated 12.12.2024.

14. The statement and undertakings given by the parties and their counsels, are accepted and the parties are bound down to the same.

15. Consequently, the suit is decreed in terms of the aforesaid Settlement Deed dated 12.12.2024, which is marked as Exhibit 'C-1'. The Registry of this Court is directed to prepare a decree-sheet in terms thereof. The Settlement Deed dated 12.12.2024 shall form part of the decree.

16. Interim orders stand vacated.



17. The future dates fixed stand cancelled.
18. Pending application(s), is disposed of.

MANMEET PRITAM SINGH ARORA, J
DECEMBER 20, 2024/akc/sk

Click here to check corrigendum, if any