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

+ **CS(OS) 410/2023**

S. JASPREET SINGH KOHLI & ANR.Plaintiffs

Through: Mr. Kunal Madan, Mr. Shyam and
Mr. Mohit Gulati, Advocates

versus

S. HARVINDER SINGH KOHLI & ORS.Defendants

Through: Mr. Sanjeev Saraswat, Advocate for
D-1
Mr. Sunil Kumar Gupta, Mr. Rishi
Sehgal and Mr. M. Aggarwal,
Advocates for D-2 to D-4

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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09.09.2024

I.A. 38890/2024

1. This is an application filed on behalf of defendant nos. 2 to 4 to correct the spellings of the name of defendant no. 2 and defendant no. 4 in the order dated 22.08.2024 passed by this Court.
2. Learned counsel for the applicant states that an error has crept in paragraph nos. 2, 4, 4.1 and 5 of the order dated 22.08.2024 with regards to the spellings of the name of defendant no. 2 and defendant no. 4.
3. He states that the said error be corrected and further also states that an amended memo of parties duly reflecting the correct spellings of defendant no. 2 and defendant no. 4 name has also been filed along with the application.
4. Issue notice. Learned counsel for the non-applicant accepts notice.



5. They state that they do not have any objection to the relief sought in the present application.

6. Accordingly, the order dated 22.08.2024 is hereby amended which read as under:-

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S. JASPREET SINGH KOHLI & ANR.

.....Plaintiffs

Through: **Mr. Kunal Madan, Mr. Gurmukh Singh Arora and Ms. Prachi Babra, Advocates in person alongwith the plaintiffs appearing (through VC)**

versus

S. HARVINDER SINGH KOHLI & ORS.

.....Defendants

Through: **Mr. Sanjeev Saraswat, Advocate for D-1 alongwith the D-1 appearing (through VC)**

Mr. Sunil Kumar Gupta and Mr. Rishi Sehgal, Advocates for D-2-4 alongwith D-2 and D-3 appearing (through VC)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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22.08.2024

I.A. 35877/2024 (Under Order XXII Rule 3 CPC seeking passing of decree in terms of the settlement agreement dated 31.05.2024)

1. *Learned counsel for the parties' state that at the outset, that the complete settlement agreement ('settlement agreement') has since been filed vide diary no. 3143983/2024.*

2. *All the parties to the settlement agreement have joined the proceedings through video conferencing and have been identified by their respective counsel except Ms. Damanpreet Kaur.*

3. *This Court has interacted with the appearing parties and each of the parties confirms that they have signed the settlement agreement after due consultation with their family members and are satisfied with the distribution effected between the parties.*

4. *Mrs. Amarjit Kaur Kohli states that she is the mother of Ms. Damanpreet*



Kaur and her power of attorney holder and executed the settlement agreement for self and on behalf of **Ms. Damanpreet Kaur**.

4.1. She states that she has the authority to settle this matter on behalf of **Ms. Damanpreet Kaur** and the power of attorney dated 21.07.2023 has been filed on record.

5. **Mrs. Amarjit Kaur Kohli** states that she alongwith her son **Mr. Jaspreet Singh Kohli** and daughter **Ms. Damanpreet Kaur** are entitled to possess the first floor of the reconstructed building at property bearing No. B-1/242, Janakpuri, New Delhi-110058 alongwith 25% of the undivided share in the land underneath and they are satisfied with the said allotment.

6. The parties state that the effect of the distribution as per settlement has been set out at clauses 7(a) to (e), which reads as under:-

“a. The Third Party and his son, S. Dasmeet Singh Kohli, shall jointly own and possess the Upper Ground Floor of the reconstructed building and shall have 25% undivided share in the land underneath.

b. The Fourth Party, Fifth Party and Sixth Party shall jointly own and possess the First Floor of the reconstructed building and shall have 25% undivided share in the land underneath.

c. The Builder or his nominee shall own and possess the Second Floor of the reconstructed building along with 25% undivided share in the land underneath.

d. The First Party and Second Party jointly, on one hand and the Third Party and his son, S. Dasmeet Singh Kohli jointly, on the other hand, shall own and possess the Third Floor and Terrance of the reconstructed building along with 25% undivided share in the land underneath, in the ratio of:-

65% (First Party and Second Party jointly)
35% (Third Party and his son jointly)

e. The Stilt and other common areas (as set out in the collaboration agreement) will be used and accessed by all the parties and occupants of the building as ‘common areas’.”

7. This Court has perused the terms of the settlement is satisfied that the parties have arrived at a lawful settlement. Having regard to the aforesaid, there does not appear to be any impediment in grant of decree in terms of the settlement



agreement. The parties are bound down to the obligations assumed under the agreement.

8. Accordingly, the said settlement agreement is taken on record and the suit is decreed in terms thereof.

9. The application is disposed of in the aforesaid terms.

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10. The suit is accordingly decreed in terms of the settlement agreement, which terms shall form part of the decree. The Registry is directed to draw up the decree accordingly. The settlement agreement shall form part of the decree.

11. The interim order dated 11.07.2023 stands vacated; however, it is directed that the parties herein shall remain bound by the terms of the settlement agreement and will not act in any manner, which derogates from the obligations and undertaking recorded herein.

12. All pending applications shall stand disposed of.

13. As the parties have settled their disputes amicably before the Delhi High Court Mediation and Conciliation Centre, the Registry is directed to return the 100% court fees to the plaintiffs in accordance with law, having regard to Sections 16 and 16A of the Court Fees Act, 1870. The Registry is directed to draw up the requisite certificate for refund of the entire Court fee in the name of the plaintiffs, within four (4) weeks from today.

14. All further dates of hearing in the suit are hereby cancelled.

MANMEET PRITAM SINGH ARORA, J

AUGUST 22, 2024/rhc/ms”

7. The amended memo of parties is taken on record. The registry is directed to draw up the decree as per this amended order.

8. With the aforesaid directions, the application stands allowed.

MANMEET PRITAM SINGH ARORA, J

SEPTEMBER 9, 2024/rhc/ms