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

+ **CS(OS) 379/2024**

SONIA GUPTA & ANR.

.....Plaintiffs

Through: Mr Dinesh Garg and Ms Rachna
Agrawal, Advocates.

versus

AARSHIA GUPTA

.....Defendant

Through: Ms Vandana Bhatnagar, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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22.07.2024

I.A. 33849/2024 (by the plaintiff no.1 under Order XXXII Rule 7 read with Section 151 CPC)

1. This is an application filed by the plaintiff no.1 seeking leave of the Court to enter into a compromise with the defendant on behalf of the plaintiff no.2, who is stated to be a minor.
2. Learned counsel for the plaintiffs submits that the present suit is for declaration confined to one property which was originally owned by late Shri Shailendra Gupta, who passed away on 12.05.2021 leaving behind his wife (plaintiff no.1), his minor son (plaintiff no.2), as well as, daughter (defendant).
3. He submits that the suit property is an agricultural land measuring 19 bighas and 2 biswas (equivalent to 19100 sq. yards). He submits that during the pendency of the proceedings, the parties have arrived at a settlement,



terms whereof have been recorded in the form of Memorandum of Family Settlement dated 21.12.2023.

4. He further submits that on behalf of the minor son i.e. plaintiff no.2, the settlement has been signed by his mother i.e. plaintiff no.1. He submits that the suit has also been filed by the mother of the plaintiff no.2, as his next friend. He submits that in terms of the settlement the property has been divided in the following manner whereby the minor (plaintiff no.2) gets 1 biswa more as compared to other two co-owners:-

- a) Plaintiff no.1 (wife of late Shri Shailendra Gupta) – 6350 sq. yards.
- b) Defendant (daughter of late Shri Shailendra Gupta) – 6350 sq. yards.
- c) Plaintiff no.2 (minor son of late Shri Shailendra Gupta) – 6400 sq. yards.

5. He submits that the present application is supported by an affidavit of the mother, who is the next friend of the plaintiff no.2, wherein she has clearly stated that she has no interest adverse to that of her minor son. He further submits that the application is also supported by the certificate of the pleader in terms Order XXXII Rule 7 (1A) CPC to the effect that in the opinion of the pleader the proposed agreement is for the benefit of the minor. The factum of settlement is also affirmed by the learned counsel for the defendant.

6. In view of the above, there is no legal impediment in allowing the present application. Accordingly, the application is allowed and leave is granted to the plaintiff no.1 to compromise the suit on behalf of the plaintiff no.2.

7. The application stands disposed of.



I.A. 33848/2024 (by the plaintiffs and defendant under Order XXIII Rules 3 and 3A read with Section 151 CPC)

8. This is a joint application filed by the plaintiffs and the defendant for passing of the decree in terms of the settlement arrived at between the parties.

9. Learned counsel for the parties jointly submit that during the pendency of the suit the parties have arrived at a settlement, terms whereof have been recorded in writing in the form of Memorandum of Family Settlement dated 21.12.2023. The said settlement is signed by the defendant, as well as, the plaintiff no.1 on her own behalf, as well as, on behalf of her minor son i.e plaintiff no.2. He submits that the suit property which is admeasuring 19 bighas and 2 biswas has been divided between the parties in the manner stated therein.

10. The application is also signed by the plaintiff no.1 on her behalf, as well as, on behalf of the plaintiff no.2. Likewise, the defendant has also signed the said application. The application is also supported by the affidavits of the parties.

11. In view of the above, there is no legal impediment in allowing the application. Accordingly, the application is allowed. The parties shall remain bound by the terms and settlement of the Memorandum of Family Settlement dated 21.12.2023.

12. Let the decree be passed in terms of the Memorandum of Family Settlement which along with Annexure A (site plan) thereto, shall form part of the decree.

13. Since the parties have arrived at a settlement and decree has been passed in terms of the settlement, the Registry is directed to issue a



certificate to the plaintiffs for refund of the full court fee in accordance with law.

14. The date already fixed as 18.09.2024 before the Joint Registrar stands cancelled.

VIKAS MAHAJAN, J

JULY 22, 2024
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