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

+ **CS(OS) 694/2022**

SACHIN ANAND

.....Plaintiff

Through: Mr. Rohit Bharadwaj and Mr. Shiv
Nath Sawhney, Advocates with
plaintiff in person

versus

BEENA ANAND & ORS.

.....Defendants

Through: Defendant nos. 1, 2 and 3 in person

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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24.12.2024

CS(OS) 694/2022

I.A. 49942/2024 (under Order XXIII Rule 3 CPC)

1. This is an application under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 ('CPC'), filed by the plaintiff, seeking passing of a decree in terms of the family settlement agreement dated 10.12.2024 ('Settlement Agreement') executed between the parties.
2. Plaintiff, defendant nos. 1 to 3, all are present in Court.
3. Learned counsel for the plaintiff states that the present application is accompanied with the affidavit of the plaintiff alone as defendant nos. 1 to 3 were not available for signing their respective affidavits. He states that, however, all the parties have duly signed the Settlement Agreement.
4. This Court has interacted with the plaintiff, defendant no. 1, defendant no. 2 and defendant no. 3. The parties have confirmed to the Court the



execution of the Settlement Agreement and have also explained that they fully understand the obligations assumed by them under the said agreement.

5. This Court has more specifically interacted with defendant no. 1 considering that she is the mother of the parties herein and she has relinquished her share in the suit properties in favour of her two sons. This Court has also interacted with Ms. Simi Anand, defendant no. 3.

6. Defendant nos. 1 and 3 confirm that they have executed the Settlement Agreement after duly understanding the terms of the said agreement.

7. The parties states that they have taken independent advice from their respective counsels and they understand the true meaning and effect of the Settlement Agreement.

8. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹ while dealing with the Section 89 of the Code of Civil Procedure, 1908 (CPC) observed that settlement agreement should be placed before the Court for recording it and disposing the suit in terms thereof and the Court while doing so shall apply the principle of Order XXIII Rule 3 CPC and make a decree in terms of the settlement with respect to the subject matter of the suit to make the settlement effective.

9. This Court is satisfied that the family settlement deed dated 10.12.2024 satisfies the requirements of Order XXIII Rule 3 CPC. The compromise contained in the aforesaid family settlement deed is lawful and therefore, this Court does not find any impediment in decreeing the

¹ (2010) 8 SCC 24.



captioned suit in terms of the said agreement. The statements and undertakings given by the parties are accepted by this Court and the parties are held bound by the same. The plaintiff and defendant no. 2 are bound by their undertaking that they shall without any default continue to pay the maintenance amount to their mother, Ms. Beena Anand i.e., defendant no. 1.

10. Consequently, the suit is decreed in terms of the family settlement deed dated 10.12.2024 which is marked as Exhibit 'C-1'. The registry is directed to prepare a decree sheet in terms thereof.

11. Defendant nos. 1, 2 and 3 are directed to file their respective affidavit in support of this application within a period of two (2) weeks.

12. Pending applications are disposed of.

13. Interim orders if any stand vacated.

14. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

DECEMBER 24, 2024/msh/MG/hp

Click here to check corrigendum, if any