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

+ **CS(OS) 662/2023**

TARUNA YADAV

.....Plaintiff

Through: Plaintiff in person
versus

LT COL ATUL CHAUDHARY

.....Defendant

Through: Mr. Arun Sri Kumar and Mr. Atharv
Gupta, Advocate with Defendant in
person

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **23.10.2024**

I.A. 43085/2024 (joint application by the parties under Order XXIII Rule 3 CPC)

1. This is a joint application filed by the parties under Order XXIII Rule 3 Code of Civil Procedure, 1908 ('CPC') for recording of compromise and seeking disposal of the present suit in terms of the compromise.
2. The plaintiff and the defendant are personally present in Court. The plaintiff has been identified by the defendant.
3. The terms of the settlement arrived at between the parties have been set out at paragraph 6 of the captioned application wherein the relevant clauses are set out at Clauses A to J. The relevant portion of the same read as under:

"A. That the Plaintiff unequivocally and without reservation admits and acknowledges that she has already duly relinquished all her prior 1/3rd share (1200/3600) in the Suit Property in favour of the Defendant, under the registered Relinquishment Deed dated 25.01.2016 sought to be impugned in



the suit, and that she has no legal right or claim over any part of the Suit Property.

B. That the Plaintiff unequivocally and without reservation admits and acknowledges that the Defendant has the right to enjoy his title and peaceful, lawful, physical possession of the above 1/3 share (duly relinquished already in favour of the Defendant), in addition to his own separate share, in the Suit Property.

C. That the Plaintiff unequivocally and without reservation reiterates and reaffirms her affidavits and statements made on 20.07.2016 before the Ld. Addl. District Judge, Tis Hazari, Delhi, and later once again on 22.02.2018 before the Id. Addl. District Judge, Patiala House Court, Delhi, in CS DJ No. 12592 of 2016 (i.e., prior suit between the parties, pertaining to partition of the Suit Property amongst various family members);

D. That the Plaintiff unequivocally and without reservation states that she was misled by extended family members into filing the present suit, and undertakes not to again claim any right in the Suit Property at any point of time, on any ground whatsoever and howsoever.

E. That the Plaintiff unequivocally and without reservation agrees to indemnify the Defendant from any losses he may suffer, if any claims are made in future in respect of the Suit Property once again by either the Plaintiff, or any person claiming under or through the Plaintiff (including any person claiming to have acquired her prior share).

F. That the Plaintiff admits and acknowledges that she has no objection for the Plaintiff to seek any appropriate legal reliefs, from any competent court, in respect of his overall share in the Suit Property (on the basis of his undisputed acquisition of all prior interest of the Plaintiff therein).

G. That the Plaintiff admits and acknowledges that the Defendant is absolutely free to howsoever deal with his share in the Suit Property (which includes 1/3 share in the overall property as relinquished in favour of the Defendant by the Plaintiff), in any manner as may be deemed appropriate by the Defendant, at any point of time, without any objection or claim of any nature whatsoever from/by the Plaintiff.

H. The Plaintiff undertakes not to file any further suits, proceedings or claims against the Defendant in any court or forum, and she acknowledges and admits that all matters pending between them stand fully resolved to her satisfaction.

I. That the Plaintiff and the Defendant have entered into the present compromise out of their own free will and volition, without any force, pressure, coercion or undue influence, and after fully understanding the import and consequences of the present compromise, after due deliberations and negotiations, and after obtaining independent legal advice.

J. That the Plaintiff and the Defendant further undertake to abide by each and every term of the present compromise and also undertake not to dispute the same at any point of time.”



4. The captioned suit was filed by the plaintiff seeking a declaration that the relinquishment deed dated 25.01.2016 executed and registered before the concerned Sub-Registrar as also the agreement dated 25.01.2016 pertaining to the plot bearing No. 727, 728 to 737 Ward No. III, Church Mission Road, Shib Sahai Building, Fatehpuri, Delhi ('suit property') be declared null and void. The plaintiff also sought the consequential declaration for declaring the plaintiff as the owner having 1/3rd undivided share in the suit property.
5. The plaintiff who is present in Court has interacted with this court. She states that filing of the present suit was a mistake and she hereby confirms the due and valid execution of the registered relinquishment deed in favour of the defendant.
6. She states that with the passing of this compromise, she seeks leave to abandon all her claims qua the suit property. She also prays for refund of the court fee deposited at the time of the filing of the present suit.
7. In view of the averments made in the application as well as considering that the plaintiff had earlier executed a registered relinquishment deed dated 25.01.2016 in favour of the defendant of her own free Will. She states that she seeks leave to unconditionally abandon the claims raised in the plaint. She states that the said claims were incorrect and apologizes for filing the suit on the said incorrect pleas.
8. The defendant, who appears in person states that the plaintiff was misled by their cousins to make this false claim. He states that since parties have now amicably resolved their differences, the present application be accepted.
9. Keeping in view the voluntary statement of the plaintiff, this Court finds no impediment in allowing the said application. The parties are bound



down to the statements recorded in the settlement.

10. This application is, accordingly, allowed and the suit is disposed of taking on record the compromise entered into between the parties as set out in paragraph 6 of this application.

11. In view of the settlement arrived between the parties, this Court hereby directs issuance of refund of 80% of the Court fee, in terms of the Section 16A of the Court Fee Act, 1870. The Registry is directed to refund 80% of the court fee to the plaintiff within a period of four (4) weeks from today. The plaintiff and learned counsel for the defendant state that they are satisfied with the aforesaid order of refund.

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12. The date already fixed i.e. 28.11.2024 stands cancelled. As noted above, the suit stands disposed of.

13. All pending applications stand disposed of.

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
OCTOBER 23, 2024/msh/ms

Click here to check corrigendum, if any