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

+ **CS(OS) 844/2023**

SH. MAHAVIR & ORS.

.....Plaintiffs

Through: Mr. Manoj Kumar, Mr. Rahul and
Ms. Rachna, Advocates along with
plaintiffs in person

versus

SH. JAI PARKASH & ORS.

.....Defendants

Through: Mr. Sachin Dabas, Advocate along
with all defendants in person

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **29.10.2024**

I.A. 43711/2024 (Application under Order XXII Rule 3 CPC)

1. This is an application filed by the legal heirs of plaintiff no. 1 under Order XXII Rule 3 CPC seeking substitution.
2. It is stated that plaintiff no. 1 expired on 28.07.2024 leaving behind 7 Class-I legal heirs' details whereof are enlisted in paragraph no. '3' of the application. It is stated that the right to sue survives in favour of the said legal heirs of deceased plaintiff no. 1.
3. Issue notice. Mr. Sachin Dabas, Advocate, learned counsel for defendant nos. 1 to 6 accepts notice. He states that he has no objection to the captioned application being allowed by this Court
4. Accordingly, the application is hereby allowed and the legal heirs of plaintiff no. 1 are taken on record.
5. The amended memo of parties annexed with the application is taken



on record.

I.A. 43086/2024 (Application under Order XXIII Rule 3 CPC)

6. This is an application filed for passing of a compromise decree as per settlement deed dated 15.04.2024, which has been notarised on 02.05.2024.

7. Defendant nos. 1, 2, 3, 4 and 6 are present in person.

8. Defendant no. 5 has joined the proceedings through Video Conferencing.

9. Plaintiff nos. 2, 3 and 4 are present in person.

10. The legal heirs of plaintiff no. 1 are represented by Mr. Amarjeet, who himself is one of the legal heirs. Mr. Amarjeet relies upon the Special Power of Attorney dated 17.09.2024, executed in his favour by the remaining legal heirs to represent the legal heirs. The said Mr. Amarjeet is present in person.

11. Along with this application, the parties have placed on record the family settlement dated 15.04.2024 executed before the Delhi High Court Mediation and Conciliation Centre, wherein the parties have recorded the physical partition of the suit land between the plaintiffs on one hand and defendants on one hand. The suit land admeasures 85 Bighas 06 Biswas.

12. The details of partition have been set out at internal page 5 of this agreement, which reads as under: -

Possession of First Party	Possession of Second Party
Khasra Nos. 72//19(4-16), 72//20 (4-04), 72//21(4-15), 72//22(4-16), 72//26(0-1), 79//1 (4-16), 2(4-16), 9(4-16), 10(4-12), 12(4-16) Total Land Measuring 42 Bigha 8 Biswas and Khasra No. 290//6 (0-6), Situated within the Revenue estate of Village Bawana, Delhi-110039.	Khasra Nos. 73//7(4-09), 73//14 (4-09), 73//15(4-16), 73//16(4-16), 73//17(4-09), 73//24(4-09), 73//25(4-16), 78//4(4-15), 78//5(4-16), 78//26(0-1) 72//20 (0-12), Total land measuring 42 Bigha 8 Biswas Situated within the Revenue estate of Village Bawana, Delhi-110039.



And Whereas 4 Biswa land out of Khasra No. 79//10 reserve for the prayer Ground, which was mutually settled by both the parties.

13. Learned counsel for the parties' state that all the plaintiffs together are referred to as first party in this family settlement and are entitled to joint possession of the land details mentioned in column 1 of the table, whereas all the defendants together are entitled to join possession of the land details mentioned in the second column of this table.

14. Learned counsel for the parties clarify that since the family settlement was executed on 15.04.2024, it was duly signed by plaintiff no. 1, late Sh. Mahavir Singh.

15. They state, however, the legal heirs of late Sh. Mahavir Singh, who have been brought on record in place of plaintiff no. 1 earlier today vide I.A. No. 43711/2024 also confirm and accept the validity of the said family settlement deed and have therefore, signed affidavits in support of I.A. No. 43086/2024. They state that legal heirs of deceased plaintiff no. 1 undertake to remain bound by the family settlement executed by late Sh. Mahavir Singh.

16. The Court has interacted with the parties and the parties have confirmed that they have executed the said settlement agreement dated 15.04.2024 out of their own free Will and are satisfied with the partition of the land between the parties.

17. This Court has perused the settlement agreement and is satisfied that the agreement is lawful and accordingly, there is no legal impediment in accepting the said agreement and decreeing the suit in terms of the family settlement dated 15.04.2024, which were notarised on 02.05.2024.



18. Accordingly, the present suit is hereby decreed in the terms of the family settlement deed dated 15.04.2024 shall form part of the decree.
19. Registry is directed to draw up the decree accordingly.
20. Pending applications stand disposed of.
21. All future dates stand cancelled.
22. The Registry is directed to not list this matter anymore.

MANMEET PRITAM SINGH ARORA, J

OCTOBER 29, 2024/rhc/AKT