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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(OS) 173/2017

NAWAL KISHORE MALHOTRA

.....Plaintiff

Through: Mr.Mohit Kr. Auluck,
Mr.M.Madhu Narayan and
Mr.Vivek Nagar, Advs. along
with plaintiff in person.

versus

RAM SHARAN MEHRA & ORS

.....Defendants

Through: Mr.Varun Goswami,
Mr.Shourya Mehra and
Mr.Hritik Chaudhary, Advs. for
D-1 along with D-1 in person.
Mr.Vinayak Marwah, Adv. for
D-4
Mr.Dhruv Chawla and Ms.Parvi
Jain, Advs. for D-5 (through
VC)

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

10.09.2024

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I.A. 38012/2024

1. This is an application seeking early hearing of the present suit.
2. As the application already stands allowed *vide* Order dated 02.09.2024, the same be treated as disposed of.

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3. The learned counsel for the plaintiff submits that as no relief in the Suit is being prayed for against the defendant nos.4 and 5, the defendant nos.4 and 5 be deleted from the array of the parties. He further submits that the defendant no.2 has since passed away, and had



no right or interest in the subject property. Her legal heirs are already on record. As far as the defendant no.3 is concerned, she has been proceeded against *ex parte* and, in any case, the father of the defendant no.1 has executed a Registered Gift Deed dated 30.04.2010 gifting the subject property in favour of the defendant no.1.

4. The learned counsel for the defendant no.4 submits that though he has no interest in the land, which is being partitioned/bifurcated between the plaintiff and the defendant no.1, in the land which is in his possession, the defendant no.5 has no interest, though it is so incorrectly mentioned in the Settlement Agreement.

5. On the prayer of the plaintiff, the defendant nos.3, 4 and 5 are deleted from the array of the parties. The plaintiff shall file an Amended Memo of Parties within a period of two days.

6. It is clarified that as the defendant nos.3, 4 and 5 have been deleted by the plaintiff, nothing contained in the Settlement Agreement shall, in any manner, affect the rights, title, or interest of the defendant nos.3, 4 and 5.

7. The plaintiff and the only remaining defendant, that is, the originally impleaded defendant no.1, Sh. Ram Saran Mehra, have entered into an amicable settlement of their disputes before the Delhi High Court Mediation and Conciliation Centre and have executed a Settlement Agreement dated 20.08.2024 recording the terms thereof. They are personally present in the Court and have been identified by their counsels. They submit that they have entered into the Settlement Agreement out of their own free will and volition and undertake that they will abide by the terms thereof.



8. They submit that there is a typographical error in paragraph no.11 (ii) of the Settlement Agreement inasmuch as the area of 41 sq. yards of land of which physical possession has been handed over by the second party, that is, the defendant no.1, to the first party, that is, the plaintiff, is shown in red stripes in the site plan annexed with the Settlement Agreement as Annexure-II. They submit that the paragraph no.11(ii) should be read as under:

“11.The parties have settled their disputes in the following manner:-

xxx

ii. For the time being and only as an interim arrangement Second Party is handing over to the First Party physical possession of 41 sq. yards of land which is presently in possession of the Second Party and is more appropriately shown in colour Red Stripes in the annexed site plan as ANNEXURE-II.”

9. I have also perused the terms of the settlement and find the same to be lawful.

10. Accordingly, the Suit is decreed in terms of the Settlement Agreement dated 20.08.2024, with the abovementioned change/amendment in paragraph no.11 (ii) of the same.

11. Let the decree sheet be drawn accordingly.

12. The next date of hearing, that is 04.11.2024, shall stand cancelled.

NAVIN CHAWLA, J

SEPTEMBER 10, 2024/ns/SJ

Click here to check corrigendum, if any