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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **RFA 950/2018, CM APPL. 48763/2018**

ATUL POPLI & ANR

.....Appellant

Through: **Mr. Yoginder Singh Chaudhary, Mr.
Shivam Choudhary, Advs.**

versus

CHANDER SHEKHAR POPLI

.....Respondent

Through: **Mr. Karamchandra, Adv.**

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

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14.08.2024

1. Parties are directed to file the terms of settlement and the order passed by Delhi Mediation Centre, Tis Hazari Court in the digital record of the Court.

2. After the proceedings of the Mediation Centre, the Court of District Judge-10- Central- Tis Hazari Court, Delhi in its order dated 13.08.2024

corrected the typographical error and records as under:

“ It is stated by the ld. Counsels for the parties that the dispute between the parties is settled in terms of Mediation center agreement dated 09.08.2024.

Joint statement of the DII and the JD has been recorded.

In view of the statement recorded today and the submissions made, the present execution petition is disposed of as settled. Parties shall remain bound by their respective statements.



Copy of this order and joint statement be given dasti to both the parties. The next date of hearing i.e. 20.09.2024 stands cancelled.

File be consigned to record room after due compliance.

13.08.2024

Joint Statement of Decree holder Sh. Chander Shekhar Popli and Judgment Debtor Sh. Atul Popli

It is stated that the matter has been settled in the mediation center vide settlement agreement dated 09.08.2024 and the same is exhibited as Ex. P1 It is stated that due to an inadvertent typographical error para no. 5 has been included in the settlement agreement whereas no such amount is to be paid or received by the parties. Hence, the said paragraph shall, stand deleted from Ex.P1. We have both also affixed our signatures and thumb impressions at point A, A1 and Point B, B1 against the deletion of the said para no. 5.

Further in paragraph no. 4 of Ex.P1 it is recorded that "That in future, both parties will be at liberty to construct in their respective portions in terms of order dated 19.04.2018 of ld. ADJ-14, Central Tis Hazari Court, Delhi." for the sake of clarity we both agree and affirm that in future, in case both the parties agree to demolish the present structure and raise fresh construction, the same will be done as per the Will dated 23.03.1993 of late Smt. Indra Rani Popli."

3. Let the said order be also placed in the digital record of the Court. In view of the terms of settlement and subsequent clarification dated 13.08.2024, the parties are bound by the same.
4. Accordingly, the impugned judgment and decree stands modified to the aforesaid extent. The appeal is disposed of accordingly.

PURUSHAINDRA KUMAR KAURAV, J

AUGUST 14, 2024/KG