

Master Rudraaksh Mukherjee Versus Sarita Nayak Mukherjee

Present : Plaintiff Master Rudraaksh Mukherjee in person with
Shri Parminder Singh, Advocate.
Defendant Sarita Nayak Mukherjee in person with
Shri Abhishek Dahiya, Advocate.

Today the case was fixed for service of the defendant. Vakalatnama filed on behalf of the defendant. The defendant appeared and filed admitted written statement. Also, both the parties have made a joint statement, recorded separately that the matter has been compromised today, vide Compromise Deed Ex.C1 and the suit be decreed in view of the same. Both the parties have been duly identified by their Learned Counsels and their self attested photographs have been affixed on the Compromise Deed Ex.C1.

2. In view of the admitted written statement, statements of the parties, Compromise Deed Ex.C1 and amicable settlement of the parties, in the Permanent Lok Adalat today and considering the fact that the parties to the suit are members of the same family having pre-existing right in the suit property, the compromise is acceptable.

3. Since no transfer of title is taking place, the decree is not compulsorily registrable, as held in **Prabhu Lal Versus Laxmi and others 2007(1) R.C.R(Civil) 199 (P&H), Charanjit Singh Versus Jagtar Kaur (dead) through LRs 2016(2) PLR 480 (P&H).**

Accordingly the suit of the plaintiff deserves to be decreed. The same

is hereby compromise decreed, without any costs, and Compromise Deed Ex.C1 be made part of the decree-sheet. The concerned Revenue/Municipal Corporation/HUDA/RWA/Builder etc. authorities shall effect change in their records, as per Compromise Deed Ex.C1 and this order, on an application by either party. Decree-sheet be prepared accordingly. File be consigned to the record room, after due compliance.

Prashant Rana
CJ(SD)-cum-Presiding Officer,
Permanent Lok Adalat,
Gurugram.
(4:00 P.M.)
(UID No.HR0195)

Date of Order: 01.11.2018.
(Mukesh Kumar)