

Date of Decision: 31st March, 2008

+ **CS(OS) 1407/2002**

KRISHAN LAL Plaintiff
Through Mr.R.D.Sharma, Advocate.

versus
PARWATI DEVI Defendant
Through Mr.Rajeev Agarwal, Advocate for
defendant No.1.
Ms. L.H.Datta, Advocate for defendant No.2.
Mr.S.K.Rungta, Advocate for defendants No.3
to 5.

CORAM:**MR. JUSTICE S. RAVINDRA BHAT**

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| 1. | Whether reporters of local papers may be allowed to see the judgment? | Yes |
| 2. | To be referred to the Reporter or not? | Yes |
| 3. | Whether the judgment should be reported in the Digest? | Yes |

Mr. Justice S. Ravindra Bhat (Open Court)

1. It is stated by counsel for the plaintiffs and counsel for the defendants that the parties have compromised their disputes in terms of a written agreement/compromise arrived at in the course of mediation proceedings. This Court had, by its order dated 5.10.2007, referred the disputes for possible settlement to mediation. Mediation proceedings concluded in seventeen meetings between the parties. Learned counsel for the plaintiffs and defendants submit that all

parties have settled their disputes fully and finally.

2. The agreement/compromise was entered into a course of mediation proceedings on 25.3.2008, which has been placed on record along with report of the Mediator. All parties except plaintiff No.1 are present in Court. The said plaintiff authorized the plaintiff No.2 to depose and act on his behalf in the present proceedings through a power of attorney dated 23.9.2004. The same is also part of the record having been exhibited as PW1/1 on 20.9.2006. Learned counsel for the parties submit that while recording the consent terms, the last sentence in clause 8(c) has been wrongly included and that the same should appear in clause 8(h). The Court has recorded the statements of the parties, who are present here, separately. The said modification is hereby recorded, while extracting the terms of the compromise.

3. The suit claims partition of a joint family property owned by the parties. The description of the properties appears at page 24 of the suit.

4. In view of the above terms, the Court is satisfied that the parties have entered into a lawful compromise and settled all their disputes fully and finally. The following are extracts of the said terms of compromise:-

"8. That the following settlement has been arrived at between the parties hereto :-

a) *It is agreed between the parties that the properties at S. No.2,(i) and (ii) will be equally and amicably provided between the parties, First, Second, Third, Fifth, Sixth, Seventh and Eighth, to this agreement and subject to the same the First, Second and Third parties have agreed to withdraw their claims with respect to the other properties mentioned in para 2 (iii)- (vi).*

b) *It is agreed between the parties that First, Second, Third, Seventh and Eighth Parties will become absolute owners of their respective portions (as described in the attached plan) of property bearing No. C-8, Sanwal Nagar, New Delhi – 110 049. It is agreed between the parties that the said property will be divided equally in the five parts between the said five parties in the manner as described in the site plan annexed herewith as Annexure “A”, within one month after the passing of the consent decree.*

c) *It is agreed between the parties that Fifth and Sixth Party will become the absolute owner of property bearing No. C-254, Nanak Chand Basti, Kotla Mubarak Pur, New Delhi – 110 003 in equal shares. It is further agreed between the parties that the first party will give up his possession in this property within one month after passing of the consent decree, the Second party will give up his possession in this property immediately after passing of the consent decree and the Third and Eighth party will give up their possession in this property within two months after passing of the consent decree.*

d) *It is agreed between the parties that pursuant to the passing of the consent decree,*

the First, Second, Third, Fifth, Sixth, Seventh and Eighth party shall get the mutation done of their respective shares in their names in the record of various authorities like DDA, MCD, Delhi Jal Board and other concerned department of Government of NCT.

e) It is agreed between the parties that Fourth Party is giving up her share in the above mentioned two properties and the First, Second and Third Parties undertake to provide residence to the Fourth Party.

f) It is agreed between the parties that the Fourth Party shall open an account in her name and the First, Second, Third, Fifth, Sixth, Seventh and Eighth Party shall deposit an amount of at least Rs.400/- or more every month to enable the Fourth Party to maintain herself during her lifetime.

g) The Eighth Party has returned all the articles/jewellery to the Fourth Party which were in his possession on 19.12.2007 during the Mediation proceedings. The receipt of the said articles by the Fourth Party is annexed herewith as Annexure 'B'.

h) It is agreed between the parties that the liabilities and expenses which have already been borne and which will be borne by the Parties in vacating tenants from the property bearing No.C-8, Sanwal Nagar, New Delhi - 110049, shall be divided equally between First, Second, Third, Seventh and Eighth Party respectively. It is agreed that the first, Second, Third, Fifth, Sixth, Seventh and Eighth party shall make joint efforts to get this property vacated from the tenants who are presently in possession of said property.

i) *It is agreed between the parties that as part of the present compromise, the parties to the present agreement shall withdraw/compound/quash all civil and criminal cases which are pending in various Courts against each other. A list of all the criminal and civil cases is attached here with as Annexure 'C'.*

j) *It is agreed between the parties that all the water and electricity bills of the above mentioned two properties, if due, till date shall be borne by the parties who have till date been residing in the said properties.*

k) *The First, Second and Third Parties hereby admit the ownership of the Fifth Party with respect to two properties bearing No.B-4, Sanwal Nagar, New Delhi - 110049 and RZ-73/271, H.Park, Sagar Pur, New Delhi and undertake not to dispute the same any time in future.*

l) *The First, Second and Third Parties admit the ownership of Fifth and Sixth Parties in properties bearing No.RZ-2, Gali No.9, Madanpuri, West Sagarpur, New Delhi and L-395, Sangam Vihar, New Delhi and undertake not to dispute the same any time in future."*

5. The parties have already entered into mutually acceptable settlement, which concludes all their disputes finally. Counsel also submit that there is no need for drawing a preliminary decree as the agreement defines rights of the parties finally and that final decree may be drawn in the said terms.

6. In view of the above, the suit stands decreed in terms of the settlement, finally. The said final decree shall also incorporate the list of cases mentioned in Annexure 'C' to be withdrawn parties. It shall further incorporate the condition that the parties agree that the sum of Rs.400/- each be deposited in favour of defendant No.1 in Account No.600501011001791, Vijaya Bank, Defence Colony, New Delhi. The amount shall be deposited on seventh day of every month.

7. Let a final decree be drawn subject to valuation and payment of requisite court fee. The suit, and all pending applications are decreed in the above terms. No costs.

S. RAVINDRA BHAT,J

MARCH 31, 2008
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