CS No. 27636/16 PHOOL SHREE Vs. NAVEEN GUPTA

12.09.2019

Joint statement of

1. Smt. Phool Shree, wife of Shri Naresh Kumar, aged about 46 years, resident of H.No.1179, Gali no.11, Sadar Bazar, Delhi-6 and also at : Shop on ground floor in Property no.3978, Gali Barna, Sadar Bazar, Delhi-6 (**The Plaintiff)**

2. Shri Naveen Kumar Gupta, son of Shri Naresh Chand Gupta, aged about 49 years, resident of 3902, Gali Barna, Sadar Bazar, Delhi- 110006. Also at : 3976-3978, Gali Barna, Sadar Bazar, Delhi-6
(**The Defendant no.1**)

On SA

We are the parties in the present suit. We have settled the dispute involved in the present case amicably out of court vide Compromise Deed dated 13.06.2019. The terms of compromise are mentioned in the said Compromise Deed which is Ex.P-1. We shall abide by the terms of the settlement. In view of settlement, there remains no dispute pending between us qua the present suit. The defendant no.1 will perform his performance as mentioned in paragraphs no.2 and 7 of the compromise deed on or before 30.11.2019. The defendant no.1 shall replace a new guarder on the roof of the ground floor of the property in question on or before 30.11.2019. The plaintiff will not create any hindrance in raising construction in the suit property by the defendant no.1. The plaintiff will withdraw her complaints made to North DMC after repair work done by the defendant no.1 and will not make any complaint against the defendant no.1 to the North DMC. The present suit be disposed off as compromised/settled with liberty to the plaintiff to revive the present suit in case the defendant no.1 fails to comply with the settlement terms.

RO & AC

(Ankit Singla)
ASCJ(Central)/Delhi/12.09.2019

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Present: Plaintiff in person with counsel, Shri Praveen Kumar
Defendant no.1 in person with counsel, Shri Pradeep Chaudhary
Ms. Sarita Gaur, ALO for Defendant no.2/North DMC

Fresh vakalatnama filed on behalf of the defendant no.1. Same be taken on record.

It is submitted on behalf of the plaintiff as well as defendant no.1 that they have settled the matter involved in the present suit through compromise out of court vide Compromise Deed dated 13.06.2019. It is further submitted that the terms of compromise are mentioned in the said Compromise Deed. It is further submitted that they shall abide by the terms of compromise. It is further submitted that in view of the settlement, there remains no dispute between the plaintiff and the defendant no. 1 qua the present suit. It is further submitted that the defendant no.1 will perform his performance as mentioned in paragraphs no.2 and 7 of the compromise deed on or before 30.11.2019. It is submitted that the defendant no.1 shall replace a new guarder on the roof of the ground floor of the property in question on or before 30.11.2019. It is further submitted that the plaintiff will not create any hindrance in raising construction in the suit property by the defendant no.1. The plaintiff will withdraw her complaints made to North DMC after repair work done by the defendant no.1 and will not make any complaint against the defendant no.1 to the North DMC. It is further submitted that the present suit be disposed off as compromised/settled with liberty to the plaintiff to revive the present suit in case the defendant no.1 fails to comply with the settlement terms.

Joint statement of the plaintiff and the defendant no.1 recorded separately to this effect. Parties are duly identified by their respective counsel. The compromise deed dated 13.06.2019 is taken on record and the same is exhibited as Ex.P-1.

In view of statement of parties, the present suit is disposed off as settled with aforesaid liberty to the plaintiff as per law. The parties shall remain bound by the terms of compromise.

Needless to mention that compromise between the parties to the suit shall not, in any manner, prejudice the powers of North Delhi Municipal Corporation to take action against the suit property as per provisions of Delhi Municipal Corporation Act 1957 and other building by-laws.

File after due compliance be consigned to Record Room.

(ANKIT SINGLA)
ASCJ (Central)/Delhi
12.09.2019