

Arjun Anand Vs. Pramod Kumar and ors

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Court : Delhi

Decided On : Jul-10-2014

Judge : G. S. Sistani

Appellant : Arjun Anand

Respondent : Pramod Kumar and ors

Judgement :

\$~04 & 09. * IN THE HIGH COURT OF DELHI AT NEW DELHI + CS(OS) 2295/2009 ARJUN ANAND Through : Plaintiff Mr.Sachin Puri and Mr.Vishesh Issar, Advs. versus PRAMOD KUMAR & ORS Through : + Defendants Mr.Bonny Laishram, Adv. for Mr.Ujjwal Jha, Adv. for defendants. CS(OS) 1113/2011 PRAMOD KUMAR Through : Plaintiff Mr.Bonny Laishram, Adv. for Mr.Ujjwal Jha, Adv. versus ARJUN ANAND & ORS. Through : Defendant Mr.Naresh K. Daksh and Mr.Manish Verma, Advs. for defendant Rajbir Singh
CORAM: HON'BLE MR. JUSTICE G.S.SISTANI

ORDER

1007.2014 % I.A.NO.8510/2014 IN CS(OS) 2295/2009 1. This is an application filed by plaintiff under Order XII Rule 6 CPC.

2. Notice in this application was issued on 5.5.2014. Learned counsel for the defendants submits that he had informed his client the next date fixed in the matter but no instructions are forthcoming 3. Mr.Puri, learned counsel for the plaintiff,

submits that the reason for the defendants not contacting their counsel is on account of the fact that the defendants have entered into an amicable settlement with the plaintiff, which is also recorded in the order dated 13.12.2013 passed by Mr.Dharmesh Sharma, Additional Sessions Judge. Order dated 13.12.2013 reads as under:

13.12.2013 Present : Mr.Salim Khan, Ld, APP for the State assisted by IO SI Sandeep Sharma from PS Vasant Kunj (North). Complainant Arjun Anand is present along with Mr.Vishesh Ishar, Advocate. Mr.S.P. Kaushal, Advocate for the applicant/accused. Reply is filed by the IO. Mr.S.P. Kaushal, Ld. counsel for the applicant/accused as well as Mr.Vieshesh Ishar, Ld. counsel for the complainant state that this is an old matter pending for about five years between the parties and parties have amicably settled their all pending disputes in terms of settlement arrived at on 09.12.2013. In view of the settlement arrived at between the parties and considering that the applicant/accused is in JC since 08.11.2013, the applicant/accused is ordered to be released on bail on furnishing PB&SB in the sum of Rs.25,000/- subject to the satisfaction of Ld. MM/Duty MM.

4. It is further submitted by counsel for the plaintiff that in terms of the settlement, a copy of which has been placed on record, the defendants have also handed over possession of the suit property to the plaintiff. Counsel further submits that it was agreed that the defendants would withdraw CS(OS) No.1113/2011. It was further agreed that the defendants would have no objection in case CS(OS)2295/2009 is decreed in favour of the plaintiff to the extent of ownership, possession and declaration that the plaintiff is the absolute and lawful owner of the suit property. In support of the above submissions counsel has relied upon Clauses no.2 and 3 of the Settlement Agreement, which read as under:

2. The Second Party has agreed to withdraw his suit i.e. C.S.(OS) No.1113/2011, titled, Pramod Kumar Vs Arjun Anand & Ors. which is pending before the Honble High Court of Delhi.

3. The Second and Third Party agreed that they will have no objection as and when the First Party prays the Honble High Court to pass the Decree in favour of the First Party as prayed in his suit i.e. C.S.(OS)No.2295 OF2009 TITLED, Arjun

Anand Vs Pramod Kumar & Ors., Limited to the extent of ownership and possession and declare the First Party to be absolute and lawful owner of the said property along with grant of possession.

5. Mr.Naresh Daksh, learned counsel appearing for Mr.Rajbir Singh [plaintiff in CS(OS) 2411/2011 and defendant no.4 in CS(OS) 1113/2011]. submits that Mr.Rajbir Singh is the owner of the suit property and he was in settled possession of the suit property, however, during the pendency of the suit, Mr.Rajbir Singh has been dispossessed. Mr.Daksh furthers submits that any order which is passed in this suit should not be binding on his client i.e. Mr.Rajbir Singh.

6. Mr.Puri submits that since Mr.Rajbir Singh is not a party in CS(OS)2295/2009 and in view of the suit i.e. CS(OS)2411/2011 filed by Mr.Rajbir Singh his grievances can be decided in the suit filed by him.

7. I have heard learned counsel for the parties and also perused the settlement agreement and the Order dated 13.12.2013 passed by Additional Sessions Judge. Having regard to the fact that despite notice having been issued in the present application filed under Order XII Rule 6 the defendants have chosen not to contest the application and further taking into consideration that in terms of Clause 2 of the Settlement Agreement defendant no.1, Pramod Kumar, had agreed to withdraw CS(OS)1113/2011 and Clause 3 of the Settlement Agreement the defendants have agreed that they will have no objection if CS(OS) 2295/2009 is decreed in favour of the plaintiff herein, Mr.Arjun Anand, limited to the extent of ownership and possession and declare him to be the absolute and lawful owner of the said property along with grant of possession, present application is allowed. CS(OS)2295/2009 is decreed in favour of the plaintiff and against the defendants declaring the plaintiff to be the absolute and lawful owner of the suit property bearing Shed No.58, Masoodpur Dairy Farm, Vasant Kunj, New Delhi, subject to a final decision, which may be taken in CS(OS)2411/2011 instituted by Mr.Rajbir Singh. Let a decree sheet be drawn up accordingly.

8. Application stands disposed of. CS(OS) 1113/2011 & I.A.8513/2014 (O XII R6CPC - By D-1) 9. In view of the order passed in CS(OS) 2295/2009 present suit and application stand dismissed. G.S.SISTANI, J JULY10 2014 msr

