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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CS(OS) 687/2010 & I.A.No.8560/2013

SAROJ SINGHARI

..... Plaintiff

Through: None
versus

SANJAY JAIN & ORS

..... Defendants

Through: Mr. Arun Vohra, Advocate for D-1.
Mr. A.K. Sharma, Advocate for D-2.
Mr. Mohit Chaudhary, Advocate with
Ms. Pragya Singh and Mr. Harsh Sharma, Advs.
for the applicants in I.A. No.16477/2011.

AND

+ CS(OS) 1346/2010 & I.A.No.8562/2013

SANJAY JAIN

..... Plaintiff

Through: Mr. Arun Vohra, Advocate
versus

SAROJ SINGHARI & ANR

..... Defendants

Through: Mr. A.K. Sharma, Advocate for D-2.
Mr. Mohit Chaudhary, Advocate with
Ms. Pragya Singh and Mr. Harsh Sharma, Advs.
for the applicants in I.A.No.16475/2011.

AND

+ CS(OS) 140/2013 & I.A.No.8577/2013

SUBHASH ARORA

..... Plaintiff

Through: Mr. Mohit Chaudhary, Advocate with
Ms. Pragya Singh and Mr. Harsh Sharma, Advs.
versus

SANJAY JAIN AND ORS

..... Defendants

Through: Mr. Arun Vohra, Advocate for D-1.
Mr. A.K. Sharma, Advocate for D-2 and D-3.

CS(OS) 687/2010 & connected matters.

Page 1 of 5

26
25

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
21.05.2013

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1. Pursuant to the parties being referred to mediation, a comprehensive Settlement Agreement dated 15.05.2013 has been executed by the parties in CS(OS) 687/2010, CS(OS) 1346/2010 and CS(OS) 140/2013.

2. Counsels for the parties jointly state that all the parties to the present suits are signatories to the Settlement Agreement. The terms and conditions of the settlement have been set out in para 13 of the Settlement Agreement. It is stated that in accordance with the terms of the settlement, Shri Subhash Arora [plaintiff in CS(OS) 140/2013] has agreed to pay a sum of ₹10,04,00,000/- collectively to Smt. Saroj Shinghari [plaintiff in CS(OS) 687/2010], and Shri Sandeep Bhav Shinghari [defendant No.2 in CS(OS) 687/2010] towards sale consideration of premises bearing No.A-1/3, Safdarjung Enclave, New Delhi, after deducting the money that has already been received by the aforesaid parties from Shri Sanjay Jain [defendant No.1 in CS(OS) 687/2010] and Shri Subhash Arora [plaintiff in CS(OS) 140/2013], which is now calculated to be a sum of ₹7,79,00,000/-. The terms and conditions of the payment and the manner in which the said amount CS(OS) 687/2010 & connected matters.

Page 2 of 5

51
26

shall be paid by Shri Subhash Arora/his nominee to the aforesaid parties as also to Shri Sanjay Jain have been set out in the Settlement Agreement.

3. Counsels for the parties state that after Shri Sanjay Jain receives a sum of ₹5,01,00,000/- from Shri Subhash Arora, he would not be left with any right, title or interest in the suit premises. Both the parties agree that due to *bonafide* inadvertence, a mention has been made of adjustment of ₹3 crores in sub-clause (g) of para 13 of the Settlement Agreement, which is erroneous and ought to be deleted.

4. Counsels for the parties further agree that none of them would have any objection if the sum of ₹1,10,00,000/- that is lying deposited in Court is released in favour of Smt. Saroj Singhari [plaintiff in CS(OS) 687/2010] through counsel. Further, at the time of registration of the Sale Deed of the suit premises by Smt. Saroj Singhari and Shri Sandeep Bhav Singhari in favour of Shri Subhash Arora or his nominee, they shall hand over vacant peaceful physical possession of the suit premises in favour of Shri Subhash Arora or his nominee. The remaining terms and conditions of the settlement have been detailed in para 13 of the Settlement Agreement.

CS(OS) 687/2010 & connected matters.

Page 3 of 5

28
27

5. Counsels for the parties jointly state that the suit may be decreed in accordance with the terms and conditions of the settlement as recorded in the Settlement Agreement dated 15.05.2013.

6. The Court has perused the Settlement Agreement. The same has been signed by all the parties to the present suits as also their respective counsels and the learned Mediator. In view of the fact that the parties state that they have arrived at the aforesaid settlement of their own free will and volition and without any undue influence or coercion from any quarters, there appears no legal impediment in accepting the Settlement Agreement. The Settlement Agreement dated 15.5.2013 is taken on record. The parties shall remain bound by the terms and conditions of the settlement. The suit is decreed in terms of the Settlement Agreement dated 15.05.2013.

7. The plaintiff in CS(OS) 687/2010 shall be at liberty to approach the Registry for release of the sum of ₹1,10,00,000/- deposited by her in the aforesaid suit, through counsel.

8. It is further agreed by the parties that the status quo order passed on 16.04.2010 shall continue to operate till the terms and conditions of the settlement have been acted upon by all the parties.

CS(OS) 687/2010 & connected matters.

Page 4 of 5

39
28

9. The suit is disposed of along with the pending applications, while leaving the parties to bear their own costs.

10. At this stage, counsels for the parties jointly state that the plaintiffs in all the three suits may be granted refund of the court fees as issues have yet to be framed in the suits.

11. In view of the submissions made by the counsels for the parties, the Registry is directed to issue a certificate for refund of the court fees to the plaintiffs in the respective suits under Section 16 of the Court Fees Act.

12. File be consigned to the record room.



HIMA KOHLI, J

MAY 21, 2013

rkb/sk