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

+ CS(OS) 87/2015

LATA RANI GUPTA & ANR

..... Plaintiffs

Through : Ms. Nandni Sahni, Advocate with
plaintiff No.2 in person.

versus

RISHU GUPTA & ANR

..... Defendants

Through : None.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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28.09.2015

1. On the last date of hearing, counsel for the plaintiffs had stated that the parties have arrived at a settlement through mediation and the Settlement Agreements dated 8.7.2015 and 12.8.2015 were forwarded by the Delhi High Court Mediation & Conciliation Centre. As none was present on behalf of the defendants on the said date, in the interest of justice, the case was adjourned for today, while making it clear that if none appears for the defendants on the next date of hearing, then the Court shall examine the contents of the Settlement Agreements and pass appropriate orders. In the meantime, counsel for the plaintiffs was directed to give a written intimation of the next date of hearing to the counsel for the defendants and place on record the proof of intimation.

2. Counsel for the plaintiffs states that written intimation of the next date of hearing was dispatched to the counsel for the defendants by speed post on 9.9.2015 and they were informed that the case will be taken up today. Despite the above, none is present for the defendants.

3. Counsel for the plaintiffs states that in any case, the parties have discharged their respective obligations under the Settlement Agreements dated 8.7.2015 and 12.8.2015 and taking them on record is only a formality. She submits that the plaintiffs are the parents of the defendant No.1 and parents-in-law of the defendant No.2 and they had instituted the present suit for seeking specific performance of the Family Settlements dated 15.2.2012 and 5.3.2012 and for handing over the possession of the second floor of the suit premises to them. Further, the plaintiffs had sought recovery of damages from the defendants.

4. In terms of the aforesaid Settlement Agreements, the defendants had agreed to vacate the suit premises on or before 30.7.2015 and handover the keys thereof to the plaintiffs by 3.8.2015. On their part, the plaintiffs had agreed that they shall transfer the documents in respect of a plot of land situated in Sahibabad, Daulatpur, Delhi in favour of the defendant No.1, on or before

6.8.2015. There are several other terms and conditions of settlement recorded in para 7 of the Settlement Agreements dated 8.7.2015 and 12.8.2015.

5. Counsel for the plaintiffs states that as both the parties have discharged their respective obligations under the said Agreements, nothing further survives for adjudication in the suit.

6. The Settlement Agreements dated 08.7.2015 and 12.8.2015 have been signed by the plaintiffs and the defendants and their respective counsels as also by the learned Mediator. Enclosed with the Settlement Agreements is a report dated 12.8.2015, prepared in continuation of the Settlement Agreement dated 8.7.2015 and a set of documents including a receipt executed by the defendant No.1 acknowledging receipt of moneys from the plaintiffs and a copy of the release deed dated 6.8.2015 executed by the plaintiff No.1 in favour of the defendant No.1. The last report submitted by the learned Mediator is dated 3.8.2015 and enclosed therewith is the statement of the defendant No.1 that he had vacated the second floor of the suit premises and deposited the keys with the learned Mediator.

7. In view of the fact that counsel for the plaintiffs states that the parties have already discharged their obligations under the aforesaid Settlement Agreements, nothing further survives for adjudication in

the suit, which is accordingly decreed in terms of the conditions recorded in the Settlement Agreement dated 8.7.2015 and 12.8.2015. Decree Sheet be drawn accordingly.

8. The suit is disposed of, while leaving the parties to bear their own expenses.

9. File be consigned to the record room.

HIMA KOHLI, J

SEPTEMBER 28, 2015

sk/ap