

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

+ CS(OS) 115/2014

Decided on : 13.02.2015

IN THE MATTER OF:

VARUN GUPTA

..... Plaintiff

wThrough: Mr. Dhanesh Relan, Advocate with
Mr. Arush Bhandari, Advocate

versus

KANTA DEVI

..... Defendant

Through: Mr. K.S. Bana, Advocate

CORAM

HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J.(Oral)

I.A. 3229/2015 (joint application under Order XXIII R 3 CPC)

1. The present compromise application has been filed by the parties stating *inter alia* that during the pendency of the suit proceedings, the parties have arrived at an out of court settlement in respect of the suit premises.

2. The plaintiff has filed the accompanying suit against the defendant for seeking specific performance of an Agreement to Sell dated 18.04.2013, in respect of a flat situated in a Co-operative Society at Dwarka, Delhi. Counsels for the parties state that during the pendency of the present proceedings, the parties have executed a MOU dated 23.01.2015 and apart from the plaintiff and the defendant, Smt. Rekha

Pawar is also a signatory to the said MOU. It is submitted by the counsels for the parties that the defendant had agreed to sell the suit property to the plaintiff for a sum of ₹66 lacs and out of the said sale consideration, a sum of ₹58 lacs (approx.) had already been paid by the plaintiff to the defendant. It has now been agreed under the MOU that Smt. Rekha Pawar will pay the balance sum of ₹8 lacs directly to the defendant, who shall execute the Sale Deed in respect of the suit premises in her favour and the plaintiff shall receive the amount paid by him to the defendant, directly from Smt. Rekha Pawar.

3. Counsels for the parties state that the defendant has already received a sum of ₹8 lacs from Smt. Rekha Pawar and the plaintiff has also received the amount tendered by him as part sale consideration to the defendant from the aforesaid buyer. It is submitted that only the Sale Deed is left to be executed by the defendant in favour of Smt. Rekha Pawar and it has been agreed between the parties that the plaintiff shall be a witness to the said Sale Deed that shall be executed within two weeks from today.

4. The Court has heard the counsels for the parties and perused the present application. As counsels for the parties state that they have arrived at an out of court settlement in terms of the MOU and the plaintiff is not left with any right, title or interest in the suit premises,

having received the amount paid by him towards the sale consideration of the suit premises from a third party in whose favour the defendant has agreed to execute the Sale Deed of the suit premises, nothing further survives for adjudication in the present suit. The thumb impressions of the plaintiff and the defendant appear on each page of the compromise application. Counsels for the parties state that the said thumb impressions have been affixed by their clients in their presence. The application has been signed by the counsel for the plaintiff and the counsel for the defendant and it is supported by the affidavits of the parties. The MOU dated 23.01.2015 duly signed by the parties and Ms.Rekha Pawar has been enclosed with the present application.

5. As the counsels for the plaintiff and the defendant jointly 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. The Settlement Agreement is taken on record and the parties before the Court shall remain bound by the terms and conditions of the said settlement.

6. The suit is decreed in terms of the settlement, while leaving the parties to bear their own expenses.

FEBRUARY 13, 2015
rkb

(HIMA KOHLI)
JUDGE