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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 512/2014**

Decided on : 08.04.2015

IN THE MATTER OF:

DECEASED LAXMI DEVI THROUGH LRS Plaintiffs
Through : Mr. Bharat Gupta, Advocate

versus

LAL CHAND & ORS Defendants
Through : Mr. Rajesh Jagvindar, Advocate

CORAM
HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J.(Oral)

1. Pursuant to the parties being referred to the Delhi High Court Mediation & Conciliation Centre in terms of the order dated 23.2.2015, a Settlement Agreement dated 25.3.2015 has been placed on record.
2. Counsels for the parties state that the terms and conditions of the settlement have been set out in para 9 of the Settlement Agreement, whereunder the plaintiffs have agreed to settle the suit for partition by receiving a sum of Rs.1.50 lacs from the defendants.
3. Counsel for the plaintiffs states that the plaintiffs have already received the aforesaid amount from the defendants through a cheque and now nothing further is due or payable by the defendants. In lieu of the amount received by the plaintiffs, they have given up all their

right, title and interest in the properties mentioned in para 9 of the Settlement Agreement. The remaining terms and conditions of the settlement are set out in para 9 (ii) to (ix) of the Settlement Agreement.

4. Counsels for both parties state that the suit may be decreed in view of the settlement arrived at between the parties.

5. The Court has perused the Settlement Agreement dated 25.3.2015. The same has been signed by the plaintiffs and the defendants No.1 & 2 and the constituted attorneys of the defendants No. 3, 3(a) to (d) and defendants No.4 & 5. Enclosed with the Settlement Agreement is the Special Power of Attorney executed by the defendants No.3, 3(a) to (d) and defendants No.4 & 5 in favour of Mr. Lal Chand, their attorney. The Settlement Agreement has also been signed by the counsels for the parties and the learned Mediator.

6. As counsels for the plaintiff and the defendants jointly state that their clients 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 parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement.

7. The suit is decreed in terms of the settlement arrived at between the parties and recorded in Settlement Agreement dated 25.3.2015, while leaving the parties to bear their own costs.
8. At this stage, counsel for the plaintiffs states that as the parties have arrived at a negotiated settlement through the Court annexed mediation at the stage of completion of pleadings in the suit, they are entitled to refund of the court fees under Section 16 of the Court Fees Act.
9. In view of the aforesaid submission made by the counsel for the plaintiffs, the Registry is directed to issue a certificate in favour of the plaintiffs for refund of the court fees under Section 16 of the Court Fees Act.
10. File be consigned to the record room.

(HIMA KOHLI)
JUDGE

APRIL 08, 2015
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