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

+ CS(OS) 927/2007

S. RANDHIR SINGH CHANDHOK Plaintiff

Through: Ms.Sanjugeeta Moktan, Advocate
with Ms. Mahima Bahl, Advocate

versus

SHRI ATMA RAM BANSAL & ORS. B+ Defendants

Through: Mr. Asutosh Lohia, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% **29.07.2015**

I.A. 15034/2015 (by the plaintiff u/S 151 CPC for disposal of the suit) and I.A. 15035/2015 (by the defendants u/S 151 CPC for vacation of stay)

1. I.A. 15034/2015 has been filed by the plaintiff stating *inter alia* that during the pendency of the present suit, the parties have arrived at a negotiated settlement through the Delhi High Court Mediation and Conciliation Centre. A copy of the Settlement Agreement dated 29.05.2015 is enclosed with the present application and is marked as Annexure A-1.

2. Counsel for the defendants confirms the fact that the parties have arrived at a negotiated settlement and submits that he has filed I.A. 15035/2015, for seeking vacation of the interim order dated 21.05.2007, so that the parties can give effect to the settlement

arrived at between them.

3. The terms and conditions of the settlement have been set out in paras (a) to (c), of the Settlement Agreement whereunder the defendants have agreed to pay a sum of ₹4,30,00,000/- to the plaintiff within a period of nine months from the date of vacation of the stay order, as full and final settlement of all his claims in respect of the present suit, with a further condition that if they are unable to sell the property within a period of nine months to generate the funds to pay the agreed amount to the plaintiff, the parties shall file an application for seeking extension of time for the said purpose. It has been agreed by the parties that in the event, the defendants find a prospective buyer in respect of the suit property, then the plaintiff shall have the first charge to the extent of ₹4,30,00,000/-, from out of the sale consideration.

4. The plaintiff has agreed that in view of the settlement arrived at with the defendant, he has no objection to the interim order dated 21.05.2007 being vacated.

5. The Court has perused the Settlement Agreement dated 29.05.2015. The same has been signed by the plaintiff, the defendants and their respective counsels and the learned Mediator.

6. As counsels for the parties 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 said settlement. The Settlement Agreement is taken on record. The parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement dated 29.5.2015.

7. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Agreement dated 29.05.2015, while leaving the parties to bear their own expenses. The interim order dated 21.05.2007 stands vacated.

8. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement through court annexed mediation, the plaintiff is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

9. In view of the aforesaid submission made by the counsel for the plaintiff, the Registry is directed to issue a certificate in favour of the plaintiff for refund of the court fees, as per law.

10. The suit is disposed of alongwith the pending applications.

File be consigned to the record room.

HIMA KOHLI, J

JULY 29, 2015/rkb/ap