

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

+ CS(OS) 506/2012 and I.A. 3898/2012

Decided on 16.04.2015

IN THE MATTER OF:

KAPIL KUMAR RUSTOGI

..... Plaintiff

Through: Mr. Pawan Kumar Mittal, Advocate

versus

SANDEEP SHARMA AND ANR

..... Defendants

Through: Mr. Ishar Ahmad, Advocate

CORAM

HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J. (Oral)

I.A. 18419/2013 (joint application u/O XXIII Rule 3 CPC)

1. The present joint application has been filed by the parties stating *inter alia* that they have settled their *inter se* disputes vide MOU dated 08.11.2013. A copy of the MOU has been enclosed with the present application. The terms and conditions of the settlement are recorded in the said MOU.

2. Counsels for the parties request that the suit may be decreed in accordance with the terms and conditions recorded in MOU dated 08.11.2013. The court is informed that as agreed, Sale Deeds have already been executed by the defendants in favour of a third party and the defendants have undertaken not to challenge the ownership of the

purchaser after registration of the Sale Deeds.

3. The Court has pursued the present application. The same has been signed by the parties and their respective counsels and is duly supported by their affidavits. 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 settlement.

4. In view of the fact that the parties have arrived at a settlement as per the terms recorded in the MOU dated 08.11.2013, the said MOU is taken on record and the suit is decreed in terms thereof, while leaving the parties to bear their own expenses.

5. The suit is disposed of, along with the pending applications.

6. File be consigned to the record room.

APRIL 16, 2015

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(HIMA KOHLI)
JUDGE