

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

+ **CS(OS) 770/2011**

Decided on: 15.01.2015

**IN THE MATTER OF**

**SADHNA MALHOTRA**

..... Plaintiff

Through: Ms. Sangeeta Chandra, Advocate  
with plaintiff in person.

versus

**SANJEEV BUDHIRAJA AND ANR**

..... Defendants

Through: Mr. Rajat Aneja, Advocate for D-1  
with D-1 and Mr. Chandra Prakash Khanna  
in person.

Mr. Prateek Choudhary, Advocate for D-2  
with D-2 in person.

**CORAM**

**HON'BLE MS.JUSTICE HIMA KOHLI**

**HIMA KOHLI, J. (ORAL)**

**I.A. 860/2015 (joint application u/O XXIII R 3 CPC)**

1. The present application has been jointly filed by the parties stating *inter alia* that they have arrived at a settlement, facilitated by the Delhi High Court Mediation and Conciliation Centre and reduced into writing in the Agreement dated 07.01.2015.

2. Counsels for the parties submit that the terms and conditions of the settlement in respect of the two properties, i.e., C-176, Pushapanjali Enclave, Pitampura, Delhi and property bearing No.45, Pocket B-5, Sector 7, Rohini, Delhi, have been set out in para 1 of the Settlement Agreement. They jointly state that insofar as the

residential premises at Pitampura is concerned, it has been agreed by the parties that the same shall be divided between the parties in the following manner:-

- |       |                |   |     |
|-------|----------------|---|-----|
| (i)   | Plaintiff      | : | 16% |
| (ii)  | Defendant No.1 | : | 42% |
| (iii) | Defendant No.2 | : | 42% |

3. It is also stated that the parties have identified a buyer for the above property and have executed three separate Agreements to Sell with him for selling their respective shares. The proposed buyer, Shri Chandra Prakash Khanna is present in Court and confirms the said submissions and states that he is also one of the signatories to the Settlement Agreement dated 7.1.2015.

4. Coming to the plot situated at Rohini, the parties have agreed that the said plot shall belong exclusively to the defendant No.1 and neither the plaintiff nor the defendant No.2 shall be left with any right, title or interest therein.

5. The Court has perused the present application. The same has been signed by all the three parties as also their respective counsels and is supported by their affidavits. Similarly, the Settlement Agreement placed on record has been signed by all the three parties and has been endorsed by Shri Chandra Prakash Khanna on each

page. The Settlement Agreement has also been signed by the counsels on both sides and the learned Mediator.

6. As the counsels for the parties jointly state that the parties have arrived at an out of Court 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 same. The Settlement Agreement is taken on record. The parties shall remain bound by the terms and conditions of the settlement. The application is allowed and the suit is decreed in terms of the Settlement Agreement, while leaving the parties to bear their own costs.

7. At this stage, counsel for the plaintiff states that as the parties have arrived at a negotiated settlement through the court annexed mediation process and well before the stage of framing of issues in the suit, she is entitled to claim refund of 50% of the court fees.

8. In view of the provisions of Section 16-A of the Court Fees Act, 1870, the Registry is directed to issue a certificate in favour of the plaintiff for refund of the Court fees to the extent of 50%.

9. Counsel for the defendant No.1 states that his client had filed some original documents in this case and the same may be returned to him.

10. Upon the defendant No.1 filing the certified copies of the original documents, he shall be entitled to seek refund of the originals.

11. The suit is disposed of alongwith the pending application.

12. The date already fixed before the Joint Registrar, i.e., 24.02.2015 stands cancelled.

**(HIMA KOHLI)**  
JUDGE

**JANUARY 15, 2015**  
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