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IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CS(OS) 840/2012 & CC No.104/2012 & IAs No.14837/2012 &
14838/2012

VIRENDER SINGH Plaintiff
Through Mr.Manish K.Pathak, Mr.Kunal Narain
Advocates with plaintiff in person

versus

SRI SAKTIVLAS MISSION FOR HEALTH &
CONSCIOUSNESS & ORS. Defendants
Through Mr.V.K.Ahuja, Mr.Neeraj &
Ms.Dipti, Advocates with D-3 in person

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
27.05.2015

1. At the outset, counsel for the plaintiff states that as a comprehensive settlement has been arrived at between the plaintiff and the defendants No.2 & 3, his client may be permitted to delete the name of defendant No.1 from the array of defendants. Ordered accordingly. The name of defendant No.1 is permitted to be deleted from the array of parties. Amended memo of parties shall be filed within one week, with a copy to the other side.

2. Pursuant to the parties being referred to the Delhi High Court Mediation & Conciliation Centre, a Settlement Agreement dated

14.5.2015 has been forwarded by the mediation centre.

3. Counsels for the parties state that terms and conditions of the settlement are recorded in para 8 of the Settlement Agreement dated 14.5.2015 whereunder, the defendants no. 2 and 3 have conceded the suit for specific performance in favour of the plaintiff and they have already executed a sale deed in respect of premises bearing No.7, Block-B2 Extension, Safdarjung Enclave, New Delhi on 26.5.2015 in favour of the plaintiff for a total sale consideration of ₹1,60,50,000/-. It is stated that out of the aforesaid amount, the plaintiff had deposited a sum of ₹99,50,000/- in the Registry in terms of an interim order dated 30.3.2012 and the said amount is lying in an FDR. The balance sum of ₹19,50,000/- has been paid by the plaintiff directly to the defendants No.2 & 3, which fact is confirmed by the counsel for the defendants No.2 & 3.

4. Counsels for the parties state that now the balance sale consideration of ₹90,50,000/- is receivable by the defendants No.2 & 3 and the said amount may be directed to be released by the Registry in their favour in equal share and the left over amount including the interest accrued on the FDR be released in favour of the plaintiff.

5. The Court has perused the Settlement Agreement dated 14.5.2015. The same has been signed by the plaintiff, Dr.E.Srikumar,

the original defendant No.3 for self and as attorney of the original defendant No.2, and their respective counsels as also by the learned Mediator. Enclosed with the Settlement Agreement, are the General Power of Attorney and SPA executed by the original defendant No.2 in favour of Dr. E. Srikumar and draft copy of the sale deed in respect of the suit premises.

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 dated 14.5.2015 is taken on record. The parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement.

7. The defendants No.2 & 3 shall be entitled to approach the Registry through counsel for release of a sum of ₹45,25,000/- each. Thereafter, the plaintiff shall approach the Registry through counsel for release of the balance amount along with interest, if any accrued on the FDR, which shall be so released.

8. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Agreement dated 14.05.2015, while leaving the parties to bear their own expenses.

9. At this stage, counsels for the parties state that in view of the fact that the parties have arrived at a settlement through court annexed mediation, they are entitled to claim refund of the court fees on the plaint and the counter claim in terms of Section 16 of the Court Fees Act.

10. In view of the fact that the parties have arrived at a settlement though court annexed mediation before the evidence has been recorded on the merits of the respective claims, the Registry is directed to issue certificates in favour of the plaintiff and the defendants No.2 & 3, for refund of the court fees, as per law.

11. The suit and the counter claim are disposed of, along with the pending application.

File be consigned to the record room.

HIMA KOHLI, J

MAY 27, 2015

mk/ap