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

+ CS(OS) 695/2013 & IA No.6083/2013

BALBIR SINGH AND ANOTHER Plaintiffs
Through : Mr. Ravi Sharma, Advocate with
plaintiff No.1 in person.

versus

DEEPAK KUMAR AND ORS Defendants
Through : Mr. Anuj Rajput, Advocate for D-1.
Mr. Sunil Dutt, Advocate for D-2 with D-2 in
person.
Mr. Nausan Ahmed Khan, Adv. for D-3.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% **02.07.2015**

**I.A. No.12867/2015 (joint application by the plaintiffs and D-2
u/O XXIII R 3 CPC)**

1. The present compromise application has been filed by the plaintiffs and the defendant No.2 stating *inter alia* that during the pendency of the suit proceedings, they have arrived at an out of court negotiated settlement, whereunder the defendant No.2 has agreed to transfer five shops, subject matter of the present suit, in favour of the plaintiffs for a sale consideration of ₹19.40 lacs.

2. Counsels for the plaintiffs and the defendants No.2 jointly state that the plaintiffs have already paid a sum of ₹3.00 lacs to the defendant No.2 and the balance sale consideration of ₹16.40 lacs is being tendered to the defendant No.2, through counsel, by way of two

bankers cheques bearing No.004099 dated 04.06.2015 for a sum of ₹7.20 lacs and No.004145 dated 24.6.2015 for a sum of ₹9.20 lacs, both drawn on Punjab & Maharashtra Co-operative Bank Limited, Tilak Nagar, New Delhi in favour of the defendant No.2.

3. It is stated that the defendant No.2 has already handed over one set of keys of the aforesaid five shops in question to the plaintiffs and the parties have agreed that the sale deeds shall be executed within two days from today. The remaining terms and conditions of the settlement have been set out in para 2 of the application.

4. Counsel for the plaintiffs states that in view of the settlement arrived at between the plaintiffs and the defendant No.2, they shall not press the criminal complaint filed by them against the defendant No.2. However, they shall pursue the said complaint against the other parties, i.e., defendants No.1 & 3. He further states that in view of the aforesaid settlement, his clients do not wish to pursue the present suit any further, which may be disposed of, while reserving the right of the plaintiffs to seek their legal remedies against the defendants No.1 & 3 in respect of properties bearing No.17/44A and 17/44B, Tilak Nagar, New Delhi, that are under the occupation of the defendant No.1, as per law.

5. Counsels for the defendants No.1 & 3 state that they do not

have any objection to the compromise between the plaintiffs and the defendant No.2 being taken on record.

6. The Court has perused the present application. The same has been signed by the plaintiff No.1 and the defendant No.2 and their respective counsels. Counsel for the plaintiffs states that the plaintiff No.2 is the wife of plaintiff No.1 and he has received instructions from the plaintiff No.2 that she has no objection to the suit being decreed in terms of the settlement recorded in the present application. The application is supported by the affidavits of the signatories to the application.

7. As the counsels for the plaintiffs and the defendant No.2 jointly state that they have arrived at the aforesaid settlement of their own free will and volition and without any undue influence or coercion from any quarters and in view of the fact that counsels for the defendants No.1 & 3 do not have any objection to the present suit being decreed in terms of the settlement between the said parties, there appears no legal impediment in accepting the compromise. The parties to the compromise shall remain bound by the terms and conditions of the settlement recorded in the present application.

8. The suit is decreed *qua* the defendant No.2 in accordance with the terms and conditions recorded in the present application, while

leaving the parties to bear their own costs.

9. The application is allowed and the suit is disposed of along with the pending application, with liberty granted to the plaintiffs to seek their remedies against the defendants No.1 & 3 in respect of the properties bearing No.17/44A and 17/44B, Tilak Nagar, New Delhi, as may be permissible in law.

10. The interim order dated 16.4.2013 stands vacated.

11. At this stage, learned counsel for the plaintiffs states that in view of the fact that the parties have arrived at an out of court settlement prior to the stage of framing of issues, the plaintiffs are entitled to claim refund of 50% of the court fees in terms of Section 16-A of the Court Fees Act.

12. 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 50% of the court fees, as per law.

13. File be consigned to the record room.

HIMA KOHLI, J

JULY 02, 2015

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