

*** IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 768/2013 and I.A. 21966/2014, 1863/2015

Decided on 16.04.2015

IN THE MATTER OF:

SANJAY BANSAL

..... Plaintiff

Through: Mr. Baljeet Singh, Advocate

versus

SUBHASH DUA

..... Defendant

Through: Mr. B.S. Bagga, Advocate

CORAM
HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J. (Oral)

1. Pursuant to the parties being referred to mediation, they have arrived at a settlement as recorded in the Settlement Agreement dated 13.02.2015. The terms and conditions of the settlement have been set out in para 7 of the Settlement Agreement.

2. Counsels for the parties state that in terms of the settlement arrived at between the parties, it was agreed that the defendant would pay a sum of ₹50 lacs to the plaintiff in full and final settlement of all the claims, subject matter of the present suit, after execution of a Conveyance Deed in respect of the suit property, in favour of the original allottee, on or before 05.06.2015. The modality of making

the payment has also been set out in the Settlement Agreement. Counsels for the parties state that the suit may be decreed in terms thereof in view of the settlement arrived at between the parties.

3. The Court has pursued the Settlement Agreement dated 13.02.2015. The same has been signed by the parties and their respective counsels as also by the learned Mediator. 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 parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement.

4. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Agreement dated 13.02.2015, while leaving the parties to bear their own costs.

5. 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.

6. 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.

7. The suit is disposed of, along with the pending applications.
8. File be consigned to the record room.

APRIL 16, 2015
rkb

(HIMA KOHLI)
JUDGE