

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

+ CS(OS) 753/2013

Decided on : 18.02.2015

IN THE MATTER OF:

KAILASH CHAND SINGHAL

..... Plaintiff

Through : Mr. Nitin Soam, Advocate

versus

DARSHANA DEVI

..... Defendant

Through : Mr. J.P. Tiwari, Advocate with
defendant in person.

CORAM

HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J.(Oral)

I.A.No.3313/2015 (joint application u/O XXIII R-3 CPC)

1. The present application has been filed by the plaintiff stating *inter alia* that during the pendency of the present proceedings, the parties have arrived at an out of court settlement, as recorded in the Settlement/Compromise Deed dated 23.1.2015. Though the title of the application describes it as a joint compromise application, the same is not a joint application but a unilateral application filed by the plaintiff.

2. The plaintiff/contractor has instituted the present suit for a decree of specific performance of a Collaboration Agreement dated 21.11.2011, whereunder he had agreed to undertake construction on the defendant's

property bearing No.C-7/168, Sector-8, Rohini, Delhi, measuring 48 sq. meters, upto the third floor. In terms of the Collaboration Agreement, the plaintiff had agreed to pay a sum of ₹42.00 lacs to the defendant and had agreed to raise the entire construction from the ground floor to the third floor of the suit property. In the meantime, some disputes and differences had arisen between the parties, due to which, the plaintiff has instituted the present suit against the defendant.

3. It is stated by the counsels for the parties that in terms of the settlement arrived at between them, the parties have agreed that the defendant shall pay a sum of ₹16.00 lacs to the plaintiff in full and final settlement of all the claims raised against the defendant in the suit. Out of the total sum of ₹16.00 lacs, a sum of ₹4.00 lacs has already been paid by the defendant to the plaintiff in cash and it has been agreed that the balance amount of ₹12.00 lacs shall be paid through a demand draft.

4. Counsel for the defendant states that he has brought a demand draft for the balance amount of ₹12.00 lacs, bearing Demand Draft No.041853 dated 23.1.2015 drawn on Andhra Bank, 1636, Rohini Sector 8 Branch, New Delhi in favour of the plaintiff. The same is received by the counsel for the plaintiff, who states that now nothing further remains due or payable by the defendant to the plaintiff and the plaintiff is not

left with any right title or interest in the suit property. It is further agreed that in view of the settlement arrived at between the parties, the defendant shall not pursue the complaint case filed by her against the plaintiff under Section 138 of the Negotiable Instruments Act, 1881 and not shall she press the complaint filed by her in the Consumer Dispute Redressal Forum, as detailed in paras 6 & 7 of the Settlement/Compromise Deed dated 31.1.2015.

5. The Court has perused the compromise application. Though the title of the application describes it as a joint application, a perusal thereof reveals that the same has only been signed by the plaintiff and his counsel and it is supported by the affidavit of the plaintiff alone. The defendant and her counsel are present and they confirm that they have arrived at a negotiated settlement with the plaintiff, terms whereof have been recorded in the Compromise Deed enclosed with the application.

6. As the counsels for the parties state that the parties 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 same. The parties shall remain bound by the terms and conditions of the settlement arrived at

between them, and recorded in the Compromise Deed dated 23.1.2015 enclosed with the application.

7. The application is allowed and the suit is disposed of in terms of the Settlement/Compromise Deed dated 23.1.2015, while leaving the parties to bear their own costs.

8. At this stage, counsel for the plaintiff states that the plaintiff had deposited a sum of ₹30.00 lacs in the Registry in terms of the order dated 26.4.2013 and now that the parties have arrived at a negotiated settlement, the aforesaid amount may be released in favour of the plaintiff along with interest, if any, accrued thereon.

9. Counsel for the defendant states that he does not have any objection to the aforesaid request.

10. Accordingly, the plaintiff is at liberty to approach the Registry, through counsel, for seeking release of the sum of ₹30.00 lacs deposited by him along with interest, if any, accrued thereon.

I.A.No.26362/2014 (u/O XXIII R-1 CPC), IA No.11219/2014 (by the plaintiff u/O XXVI R-9 CPC) & I.A. No.20548/2014 (by the plaintiff u/O 151 CPC)

1. Counsel for the plaintiff states that he does not wish to press these applications in view of the order today passed in I.A.No.3313/2015.

2. The applications are disposed of and the date already fixed in the case, i.e., 11.3.2015 stands cancelled.
3. File be consigned to the record room.

FEBRUARY 18, 2015
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(HIMA KOHLI)
JUDGE