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

+ **CS(OS) 1022/2014**

Decided on 09.04.2015

IN THE MATTER OF:

PRAVEEN GROVER

..... Plaintiff

Through: Mr. Karun Kumar, Advocate with
plaintiff in person.

versus

PUSHP LATA AND OTHERS

..... Defendants

Through: Mr. Dilpreet Singh, Advocate
for D-1 & 2 with D-1 & 2 in person.

Mr. Navneet Grover, D-3 in person.

Ms. Niti Arora, proxy counsel for Ms. Mugdha
Gupta, Advocate for D-4, 5 and 6.

Mr. Sachin Dutta, Sr. Advocate with Mr. Bharat
Bhushan Gupta, Advocate for D-7 with D-7 in
person.

CORAM

HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J. (Oral)

1. Pursuant to the parties being referred to mediation, a Settlement Agreement dated 16.3.2015 has been placed on record.

2. Counsels for the parties state that apart from the present suit, there are two other suits between the parties, being Civil Suit No.CS/827/2014 pending before the learned ADJ, Tis Hazari Court and CS(OS)No.827/2014 pending before this Court. They state that the parties have arrived at a comprehensive settlement in respect of

the following properties :

- (a) Property bearing No.1390, Main Road, Gandhi Nagar, Delhi-110031;
- (b) Property bearing No.49B, Gali No.11, East Azad Nagar, Delhi-110051; and
- (c) Property bearing No.126B, Chandu Park, Delhi-110051;

3. Counsels for the parties state that in terms of the settlement arrived at between the parties, they have agreed to withdraw their respective cases on the basis of the settlement recorded in the Settlement Agreement. It is stated that in addition to the Settlement Agreement in respect of the aforecited immovable properties, the defendants No.4 & 5 have paid a sum of Rs.35.00 lacs to the defendants No.1 & 2 as detailed in para 7 of the Settlement Agreement.

4. Counsels for the parties jointly state that the suit may be decreed in terms of the settlement arrived at between the parties.

5. The Court has pursued the Settlement Agreement dated 16.3.2015. The same has been signed by all the parties to the suit as also by their respective counsels and by the learned Mediator. As counsels for the plaintiffs and the defendants 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 settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the aforesaid Settlement Agreement.

6. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Agreement dated 16.3.2015, while leaving the parties to bear their own costs.

7. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement through the court annexed mediation and the suit is still at the stage of completion of pleadings, the plaintiff is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

8. 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 plaintiffs for refund of the court fees, as per law.

9. The suit is disposed of.

10. File be consigned to the record room.

APRIL 09, 2015/sk

(HIMA KOHLI)
JUDGE