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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 2947/2014 & I.A. No. 18805/2014**

ANAND PRAKASH Plaintiff
Through: Mr. Anil Kumar Bhasin, Advocate

versus

PARAMJEET SINGH Defendant
Through : Mr. Ashok Anand, Advocate.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 07.10.2015

1. Pursuant to the parties being referred to the Delhi High Court Mediation and Conciliation Centre, a Settlement Agreement dated 08.7.2015 has been forwarded by the learned Mediator.
2. Counsels for the parties state that the terms and conditions of the settlement have been recorded in para 6 of the Settlement Agreement whereunder, both the parties have agreed that the defendant shall execute a sale deed for conveying the suit premises in favour of the plaintiff for a total sale consideration of Rs.1,21,00,000/. It is stated by the counsels that a sum of Rs.10 lacs already stands paid by the plaintiff to the defendant and the balance sale consideration of Rs.1,11,00,000/- shall be paid at the time of execution of the sale deed within six months.

3. Counsel for the plaintiff undertakes that his client shall co-operate in every manner with the defendant for quashing/compounding of FIR No. 133/2013 PS Adarsh Nagar, registered on the complaint of the plaintiff. The remaining terms and conditions of the Settlement Agreement have been set out in para 6 (II) to (XIII) thereof.

4. The Court has pursued the Settlement Agreement dated 08.7.2015. The same has been signed by the plaintiff and the defendant, and their respective counsels as also by the learned Mediator.

5. 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.

6. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Agreement dated 08.7.2015. Decree Sheet be drawn accordingly.

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 court

annexed mediation, 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 plaintiff for refund of the court fees, as per law.

9. The suit is disposed of, along with the pending application, while leaving the parties to bear their own expenses.

File be consigned to the record room.

HIMA KOHLI, J

OCTOBER 07, 2015

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