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

+ CS(OS) 1285/2009 and I.A. 1009/2011

SH. SANEH KUMAR MITTAL Plaintiff
Through: Mr. Mukesh Kumar, Advocate

versus

MS. SADHANA GUPTA Defendant
Through: Mr. S.C. Singhal, Advocate with
Mr. Pradeep Verma, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
29.07.2015

1. The plaintiff has instituted the present suit against his sister for recovery of a sum of ₹2,04,00,000/- allegedly paid to her as a loan. It is stated that in the course of recording the plaintiff's evidence, the parties had appeared before the Delhi High Court Mediation and Conciliation Centre, where a settlement was arrived at and recorded in the Settlement Agreement dated 28.04.2015.

2. Under the settlement, the parties had agreed that a plot measuring 4 bighas 3 biswas comprised in Khasra No.255 Min. situated in village Ladha Sarai, Tehsil Hauz Khas, New Delhi, owned by late Shri Madan Lal Mittal, father of the parties and presently registered in the revenue records in the name of the defendant, shall be equally shared between the plaintiff, the defendant and Shri Dinesh

Kumar Mittal (the third sibling) at the time of a final partition that takes place with respect to the estate of the deceased father. It is stated by learned counsels for the parties that Shri Dinesh Kumar Mittal had filed a suit, registered as CS(OS) 235/2009 against the defendant for recovery of a sum of ₹2,04,00,000/-, which has also been settled on the same lines and disposed of vide order dated 10.02.2015. They request that the present suit may be decreed in terms of the Settlement Agreement dated 28.04.2015.

3. The Court has perused the Settlement Agreement dated 28.04.2015. The terms and conditions of the settlement are set out in paras 1 to 3 therein. The same has been signed by the parties and their respective counsels as also the learned Mediator.

4. 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.

5. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Agreement dated 28.04.2015, while leaving the parties to bear their own expenses.

6. 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.

7. 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.

8. The suit is disposed of, along with the pending application.

File be consigned to the record room.

HIMA KOHLI, J

JULY 29, 2015

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