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

+ CS(OS) 1615/2010

M/S DILWARA LEASING AND INVESTMENT LTD Plaintiff
Through: Mr. Arun Kathpalia, Advocate with
Ms. Megha Katari, Advocate

versus

ADITYA INFRADEVELOPERS PVT LTD AND ORSDefendants
Through: Ms. Yashmeet Kaur, Adv. for D-1.
Mr. Manish Miglani, Advocate for D-2.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
07.12.2015

I.A. 24993/2015 (joint application u/O XXIII R 3 CPC) and
I.A.24994/2015 (by the plaintiff u/S 151 CPC)

1. The present application has been jointly filed by the parties stating *inter alia* that during the pendency of the present suit, they were referred to mediation in a connected matter [W.P.(CRL) 1059/2014] and pursuant thereto, they were able to negotiate a comprehensive settlement not only in respect of the dispute, subject matter of the said petition, but also in respect of the present suit and CS(OS)1614/2010.

2. It is stated by the counsels for the parties that though a settlement was worked out in minute details prior to 24.11.2015, the same could be reduced into writing only on 26.11.2015. Both the parties state that the original Settlement Agreement dated 26.11.2015 has been filed by the Delhi High Court Mediation and Conciliation Centre in the writ proceedings and they have filed a photocopy thereof in the present suit, under a separate index. The said document is not on record. Counsels for the parties jointly hand over a copy of the Settlement Agreement dated 26.11.2015, duly signed by all the three counsels as the true copy of the original.

3. The terms and conditions of the settlement are contained in clause 16 of the Settlement Agreement dated 26.11.2015, whereunder the defendant No.1 has agreed to cancel the Agreement to Sell dated 08.07.2010 executed in respect of space measuring 16,000 sq. ft. (approx.) (super area) on the fourth floor in favour of the defendant No.2 and thereafter, execute a Sale Deed in respect of the space that has increased to 17,241 sq. ft., in favour of the plaintiff. The parties state that the amounts received by the defendant No.1 from the defendant No.2 shall be adjusted with the defendant No.2.

4. Counsel for the plaintiff states that his client had deposited a sum of Rs.1,27,23,289/- in the Registry, as recorded in the order dated 19.11.2013. Counsel for the defendant No.1 submits that her client had deposited a sum of Rs.5,75,00,000/- in the Registry in terms of the permission granted vide order dated 18.02.2013. It has been agreed that both the parties will withdraw the monies deposited by them respectively, from the Registry and thereafter, the plaintiff shall pay the balance sale consideration to the defendant No.1 in terms of the Settlement Agreement dated 26.11.2015 on the date of execution and registration of the Sale Deed, that shall take place on or before 14.12.2015.

5. The Court has perused the copy of the Settlement Agreement dated 26.11.2015, which has been signed by the plaintiff, the defendants, their respective counsels, and the parties to the criminal writ petition. The compromise application has been signed by the Director of the plaintiff/company and the Directors of the defendants No.1 and 2 and their respective counsels and is duly supported by the affidavits of the signatories to the application.

6. 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 Settlement Agreement is taken on record and the parties shall remain bound by the terms and conditions of the settlement recorded therein.

7. The plaintiff and the defendant No.1 shall be entitled to approach the Registry through their counsels for seeking release of the amounts deposited by them alongwith the interest, if any, accrued on the principal amounts, through their counsels.

8. The suit is disposed of on the terms and conditions recorded in the Settlement Agreement dated 26.11.2015, while leaving the parties to bear their own expenses.

9. The suit is disposed of alongwith the pending applications.

HIMA KOHLI, J

DECEMBER 07, 2015

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