

48 & 50.

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

**+ CS(OS) 2461/2014 and IAs No.15380/2014 and 9071/2015
CS(OS) 1529/2011 and IA No.9435/2015**

Decided on 07.05.2015

IN THE MATTER OF:

RAJENDER GAUTAM

..... Plaintiff

Through : Mr. Vinod Kumar, Advocate

versus

SHIV SHANKAR SINGHAL & ORS

..... Defendants

VIJAY & Ors.

..... Defendants

Through : Mr. Amit S. Chadha, Sr. Advocate
with Mr. Alok K. Aggarwal, Advocate for
the defendants.

CORAM

HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J. (Oral)

1. At the outset, counsel for the plaintiff hands over an amended memo of parties and states that he may be permitted to delete Mr. Vijay who is arrayed as defendant No.3 in CS(OS)No.2461/2014 and as defendant No.1 in CS(OS) 1529/2011, from the array of defendants.

2. Leave as prayed for is granted. Amended memo of parties is taken on record.

3. Mr. Chadha, learned Senior Advocate appearing for the defendants states that Mr. Vijay, impleaded as defendant No.3 in

CS(OS)No.2461/2014 and as defendant No.1 in CS(OS)No.1529/2011 has filed a written statement in CS(OS)No.1529/2011, wherein he has stated that he will not deal with the subject land in any manner for the reason that he had transferred the same in favour of the plaintiff, vide Agreement to Sell dated 8.7.1997.

4. Pursuant to the parties being referred to the Delhi High Court Mediation & Conciliation Centre, a Settlement Report dated 30.4.2015 has been filed by the learned Mediator, wherein it has been stated that all the disputes stand settled between the parties and they do not wish to litigate any further in respect of the subject matter of the suit. Enclosed with the Settlement Report are two Settlement Agreements, both dated 30.4.2015, that are marked as Annexures-A & B.

5. Learned counsels for the parties state that in the course of the mediation, the parties have been able to negotiate a comprehensive settlement in respect of nine civil suits, ten FIRs and twelve complaint cases, details whereof have been mentioned in both the Settlement Agreements enclosed with the Settlement Report and marked as Annexures-A & B. It is pointed out that the settled cases include the two suits registered as CS(OS) 2461/2014 and CS(OS) 1529/2011, and listed before the Court today.

6. Counsel for the plaintiff states that in terms of the settlement

arrived at with the defendants, his client has agreed to give up his claim in respect of the agricultural land situated in village Masudabad, Najafgarh, Delhi, as detailed in the aforesaid Settlement Agreements. He states that the said Settlement Agreements may be taken on record and the suits may be decreed in terms of the comprehensive settlement arrived at between the parties.

7. The Court has perused the Settlement Report dated 30.4.2015. The same has been signed not only by the parties to the present suit but also by some other parties, who are stated to be complainants and defendants in the civil suits and criminal cases as enumerated in the Settlement Agreements dated 30.4.2015, enclosed as Annexures-A&B to the Settlement Report. The Settlement Report has also been signed by the counsels for the parties and the learned Mediator. The Settlement Agreements dated 30.4.2015 have been signed by the parties to the present suit and some other parties, who are involved in the litigations listed in the Settlement Agreements.

8. As counsels for the parties jointly state that the parties have arrived at a comprehensive 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 Report dated 30.4.2015 and two Settlement Agreements, both dated 30.4.2015.

9. The suits are decreed in terms of the settlement arrived at and recorded in the Settlement Report dated 30.4.2015 read with the Settlement Agreements, both dated 30.4.2015, while leaving the parties to bear their own expenses.

10. 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.

11. 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 in terms of Section 16 of the Court Fees Act.

12. The suits are disposed of, along with the pending applications.

13. Files be consigned to the record room.

MAY 07, 2015
sk/ap

(HIMA KOHLI)
JUDGE