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

+ CS(OS) 1935/2013

RAM SARAN

..... Plaintiff

Through: Mr. Sunil Lalwani, Advocate with
plaintiff in person.

versus

ASHA RANI & ORS

..... Defendants

Through: Mr. K.S. Pathania, Advocate for D-1
with D-1 in person.

Defendants No.2 to 6 in person.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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20.03.2015

1. Pursuant to the parties appearing before the Delhi High Court Mediation and Conciliation Centre, they have arrived at a settlement as recorded in the Settlement Agreement dated 02.03.2015.
2. The terms and conditions of the settlement have been set out in para 8 of the Settlement Agreement, whereunder the parties have agreed that the defendant No.1 shall be entitled to the exclusive ownership and possession of the part of the property shown in yellow colour in the site plan enclosed with the Settlement Agreement and marked as Annexure A, measuring 95 sq. yards in total, as detailed in para 8(I) and the plaintiff and the defendants No.2 to 6 would be

collectively entitled in equal parts of the exclusive ownership and possession of the portion shown in green colour above the red dividing line in the same site plan, measuring 155 sq. yards. Rest of the terms and conditions of the settlement are set out in para 8(I) to (IX). Counsels for the parties and the parties state that in view of the fact that they have arrived at a comprehensive settlement as recorded in the Settlement Agreement, the same may be taken on record and the suit be decreed in terms thereof.

3. Counsel for the plaintiff and the defendant No.1, who is present with her counsel, identify the defendants No.2 to 6, who appear in person.

4. The Court has perused the Settlement Agreement. The same has been signed by the parties and their counsels as also by the learned Mediator. Enclosed with the Settlement Agreement is a site plan marked as Annexure A indicating *inter alia* the portions in yellow and green colour that have been given to the defendant No.1 and the plaintiff and defendants No.2 to 6 respectively.

5. As the counsels for the plaintiff and the defendants jointly state that they 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.

6. The suit is decreed in terms of the settlement arrived at between the parties and recorded in the Settlement Agreement dated 02.03.2015, while leaving the parties to bear their own expenses.

7. At this stage, learned counsel for the plaintiff states that as the parties have arrived at a settlement through the process of court annexed mediation, he may be issued a certificate for refund of the court fees affixed on the plaint.

8. In view of the aforesaid submission, the Registry is directed to issue a certificate of refund of the court fees to the plaintiff under Section 16 of the Court Fees Act.

File be consigned to the record room.

HIMA KOHLI, J

MARCH 20, 2015

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