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

+ CS(OS) 2027/2013

ARUN KUMAR

..... Plaintiff

Through: Mr. Puneet Singh and Mr. Yogesh Kumar, Advocates with plaintiff in person.

versus

SALEEM ANSARI

..... Defendant

Through: Mr. Neeraj Dhingra, Advocate with defendant in person.

**CORAM:**

**HON'BLE MS. JUSTICE HIMA KOHLI**

**ORDER**

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**12.03.2015**

**I.A. 4965/2015 (joint application u/O XXIII R 3 CPC)**

1. The present joint application has been filed by the parties stating *inter alia* that they had arrived at an amicable settlement as recorded in the Settlement Agreement dated 05.02.2015 drawn up before the Delhi Mediation Centre, Tis Hazari Courts in CC No.1140/01 and 1141/01.

2. As per the terms and conditions of the Settlement Agreement dated 05.02.2015, it was agreed between the parties that the defendant shall pay a sum of ₹52 lacs collectively to the plaintiff and four other persons, namely, the plaintiffs in CC 1140/01 and 1141/01, Mr. Deepak Goyal and Mr. Maninder Singh Anand, on or before

30.09.2015. In lieu of receiving the aforesaid amount, the plaintiff herein, the plaintiffs in CC 1140/01 and 1141/01, Mr. Deepak Goyal and Mr. Maninder Singh Anand had agreed that they will not pursue any of the litigations filed by them against the defendant.

3. Based on the aforesaid settlement, on the last date of hearing, i.e., on 27.02.2015, counsels for the parties had jointly stated that they may be permitted to file a MOU to clarify the manner in which the sum of ₹52 lacs was to be apportioned between the five parties, with whom the defendant has arrived at a collective settlement.

4. Now, counsels for the parties draw the attention of the Court to the MOU dated 03.03.2015, executed between the plaintiff herein, Shri Rajesh Goyal, Shri Deepak Goyal, Shri Maninder Singh Anand and Shri Rakesh Kaushik, whereunder they have agreed that a sum of ₹52 lacs shall be apportioned in the following manner:-

|      |                     |              |
|------|---------------------|--------------|
| (i)  | Shri Arun Kumar     | ₹40,00,000/- |
| (ii) | Shri Rajesh Goyal   | ₹5,00,000/-  |
| (ii) | Shri Maninder Singh | ₹2,00,000/-  |
| (iv) | Shri Rakesh Kaushik | ₹2,00,000/-  |
| (v)  | Shri Deepak Goyal   | ₹3,00,000/-  |

5. Counsels for the parties state that insofar as the plaintiff herein is concerned, he is entitled to receive a sum of ₹40 lacs and the defendant has no objection to apportionment of the agreed amount of ₹52 lacs has been recorded in the Settlement Agreement dated

05.02.2015, executed in the Delhi Mediation Centre, Tis Hazari Courts. Counsel for the plaintiff states that the suit may be decreed in terms of the settlement, whereunder the defendant has agreed to pay up the balance amount of ₹51,50,000/-, on or before 30.09.2015. While confining the settlement in the present suit to the plaintiff and the defendant herein, the compromise application is taken on record. It is stated that a sum of ₹50,000/- from out of the agreed amount of ₹52 lacs has already been paid by the defendant in the two complaint cases mentioned hereinabove.

6. The present application has been signed by the plaintiff and the defendant as also their respective counsels. The same is supported by the affidavits of the signatories to the application. Enclosed with the application is a certified copy of the Settlement Agreement dated 05.02.2015 arrived at in respect of CC No.6465/1/13, 6466/1/13 and CS(OS) 2027/2013, i.e., the present suit. Further, the MOU dated 03.03.2015 arrived at between the plaintiff, Shri Rajesh Goyal, Shri Deepak Goyal, Shri Maninder Singh Anand and Shri Rakesh Kaushik has been enclosed as Annexure D to the present application. The said documents are taken on record.

7. As the counsels for the parties 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 plaintiff and the defendant shall remain bound by the terms and conditions as recorded in the Settlement Agreement dated 05.02.2015 read in conjunction with the MOU dated 03.03.2015.

8. The suit is decreed in terms of the Settlement Agreement dated 05.02.2015 and in terms of the MOU dated 03.03.2015, while leaving the parties to bear their own expenses.

9. File be consigned to the record room.

**MARCH 12, 2015**

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**HIMA KOHLI, J**