

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

+ **CS(OS) 2628/2011**

Decided on: 19.01.2015

IN THE MATTER OF

MADHU OBEROI

..... Plaintiff

Through: Mr. Nitin Khanna, Advocate with
plaintiff in person

versus

SATINDER MEHTA(new deceased) through LRs. Defendants

Through: Mr. Narender Gautam, Advocate
for LRs of the deceased defendant with
Mr.Sanjay Mehta, LR No.4 in person

CORAM

HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J. (ORAL)

1. Pursuant to the parties being referred to the Delhi High Court Mediation & Conciliation Centre, vide order dated 16.12.2014, a Settlement Agreement dated 22.12.2014 has been placed on record, whereunder the plaintiff has agreed to receive a sum of ₹9,50,000/- from the legal heirs of the deceased defendant in full and final settlement of all her claims in respect of the subject premises, namely premises No.V-292, Second Floor, Rajouri Garden, New Delhi. On receiving the aforesaid amount, the plaintiff has given up all her claims in respect of the suit premises.

2. Counsels for the parties jointly state that the plaintiff has received the amount of ₹9,50,000/- from the defendants through two demand drafts bearing Nos.047180 dated 9.1.2015 drawn on Bank of India, Malai Mandir Branch, Rao Tula Marg, R.K.Puram, New Delhi and 097760 dated 10.1.2015 drawn SBI, J-Block Rajouri Garden respectively. Photocopies of the aforesaid drafts are handed over by the counsel for the plaintiff and taken on record.

3. Counsels for the parties state that in view of the settlement arrived at between the parties, the suit may be disposed of.

4. The Court has perused the Settlement Agreement dated 22.12.2014. The same has been signed by the plaintiff and the legal heirs of the deceased defendant. Pertinently, the defendant No.5 is stated to be a permanent resident of Spain and the defendant No.3, his sister, has signed the Settlement Agreement as his special power of attorney holder on the basis of a special power of attorney executed in her favour by the said defendant on 13.5.2014. A photocopy of the said document has been enclosed with the Settlement Agreement as Annexure A. However, the original thereof has not been placed on record.

5. Counsel for the plaintiff states that he does not have any objection to the special power of attorney dated 13.5.2014 executed by the defendant No.5 in favour of the defendant No.3, being taken on record and the plaintiff does not wish to insist on the original being filed.

6. In view of the fact that the parties have arrived at a settlement through mediation, there appears no legal impediment in accepting the same. The Settlement Agreement dated 22.12.2014 is taken on record. The parties shall remain bound by the terms and conditions of the settlement. The suit is disposed of in accordance with the terms and the conditions laid down therein, while leaving the parties to bear their own costs.

7. At this stage, counsel for the plaintiff states that issues were framed in the suit on 15.4.2014, but evidence has yet to be recorded and as the parties have arrived at a negotiated settlement through mediation, the plaintiff may be refunded 50% of the court fees.

8. In view of the provisions of Section 16-A of the Court Fees Act, 1870, the Registry is directed to issue a certificate in favour of the plaintiff for refund of the Court fees to the extent of 50%.

9. The suit is disposed of, while leaving the parties to bear their own costs.

10. This Court places on record its appreciation for the efforts made by the learned Mediator to facilitate the parties to arrive at a negotiated settlement.

A copy of this order shall be forwarded to Delhi High Court Mediation & Conciliation Centre.

(HIMA KOHLI)
JUDGE

JANUARY 19, 2015
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