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

+ CS(OS) 1306/2015 & I.A. No. 9857/2015 & CC No.91-92/2015
PANKAJ BHATIA Plaintiff

Through: Mr. B.K. Pandey, Advocate.

versus

S AJEET SINGH & ORS. Defendant
Through: Mr. Rakesh Patiyal, Advocate.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 28.10.2015

1. The plaintiff has instituted the present suit against the defendants for recovery of Rs.14,48,191/-, towards the price of spare parts/car parts; for recovery of Rs.72,000/- towards security amount paid in respect of premises No. C-67, Ganesh Nagar, Pandav Nagar Complex, Delhi-92, for a decree of Rs.3 lacs towards damages, permanent and mandatory injunction.

2. Apart from a written statement, the defendant no.1 has filed a counter claim against the plaintiff for recovery of a sum of Rs.5,60,000/- with interest. A separate counter claim has been filed by all the defendants for recovery of damages and arrears of rent from the plaintiff in respect of the suit premises.

3. Learned counsels for the parties state that during the pendency of the present suit, the parties were able to arrive at an out of Court negotiated settlement that was reduced into writing by virtue of a Compromise Deed dated 15.10.2015, placed at pages-44 to 48 of the part-I file. They state that in terms of the settlement arrived at between the parties, the plaintiff has removed all his goods from the suit premises and after vacating the same, handed over the vacant possession thereof to the defendants. The plaintiff has also paid a sum of Rs.1 lacs to the defendants in full and final settlement of all the claims made against him. Counsels for the parties state that in view of the settlement arrived at, nothing further survives in the present suit and the counter claims, which may be disposed off.

4. Accordingly the Compromise Deed dated 15.10.2015 duly executed by the parties, is taken on record. The parties shall remain bound by the terms and conditions thereof. The suit and the counter claims are disposed of in terms of the settlement arrived at between the parties, while leaving them to bear their own expenses.

5. At this stage, counsels for the parties state that as the parties have arrived at an out of court negotiated settlement prior to the stage of framing of issues in the present suit, they are entitled to claim refund of 50% court fees.

6. In view of the aforesaid submission, the Registry is directed to issue certificates of refund of 50% court fees to the plaintiff and the defendants under Section 16A of the Court Fees Act.

7. File be consigned to the record room.

HIMA KOHLI, J

OCTOBER 28, 2015

ap/mk