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

+ CS(OS) 3169/2014 and I.A. 2957/2015

LOKESH GOYAL & ORS Plaintiffs

Through: Mr. P.D. Gupta, Advocate with
Mr. Kamal Gupta, Advocate with plaintiffs No.1
and 3 in person.

versus

SAKSHAM GOYAL Defendant

Through: Mr. Amanpreet Singh Rahi, Advocate
with defendant in person.

+ CS(OS) 339/2015 and I.A. 2633/2015

ARTI GOYAL Plaintiff

Through: Mr. Amanpreet Singh Rahi, Advocate
with plaintiff in person.

versus

MANJU GOYAL Defendant

Through: Mr. P.D. Gupta, Advocate with
Mr. Kamal Gupta, Advocate with defendant in
person.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% 10.09.2015

1. Pursuant to the order dated 07.05.2015, the parties had appeared before the Delhi High Court Mediation and Conciliation Centre and a Settlement Agreement dated 20.08.2015 has been placed on record.

2. Counsels for the parties state that by virtue of the captioned Settlement Agreement, the parties in CS(OS) 3169/2014 and CS(OS) 339/2015 have arrived at a comprehensive settlement.

3. The subject matter of CS(OS) 3169/2014 is a flat bearing No.Y-306, Sidhartha Apartment, M.P. Enclave, Pitampura, Delhi. As per the settlement arrived at between the parties to CS(OS) 3169/2014, it has been agreed by them that the mother of the defendant therein, Smt. Arti Goyal shall purchase 70% undivided share in the suit property from the plaintiffs for a sum of Rs.1,05,00,000/-. The manner in which the said amount shall be paid by the defendant's mother to the plaintiffs has been set out in para 6(I) of the Settlement Agreement. It is stated that out of the total amount of Rs.1,05,00,000/-, the defendant's mother, Smt. Arti Goyal [plaintiff in CS(OS) 339/2015], has paid a sum of Rs.63 lacs to the plaintiffs No.1 to 3 jointly and the balance amount shall be paid in terms of the settlement recorded in the Settlement Agreement on or before 15.12.2015. The parties confirm that the defendant and his mother are already in possession of the aforesaid flat.

4. The subject matter of CS(OS) 339/2015 is a shop bearing No.G-2, Ground Floor situated in Anshul Tower, Plot No.1, Local Shopping Centre, Sainik Vihar, Pitampura, Delhi, measuring 120 sq.

feet. The parties in the aforesaid suit have agreed that the plaintiff therein, Smt. Arti Goyal will purchase 50% of the undivided share in the said shop from the defendant, for a total sale consideration of Rs.35 lacs. It is stated that out of the aforesaid sale consideration, the defendant has already received a sum of Rs.7 lacs and the balance amount of Rs.28 lacs shall be paid by the plaintiff to the defendant on or before 15.12.2015. Simultaneously, the defendant shall hand over possession of the suit premises to the plaintiff. The terms and conditions of settlement in respect of the said shop have been set out in para 6(IX) and (X) of the Settlement Agreement.

5. The remaining terms and conditions of the settlement have been set out in the Settlement Agreement, which has been signed by the plaintiffs and the defendant in CS(OS) 3169/2014 and CS(OS) 339/2015 as also their respective counsels and the learned Mediator. Enclosed with the Settlement Agreement is a Power of Attorney executed by the plaintiff No.3 in favour his father, Shri Rajender Goyal, who has signed the Settlement Agreement on his behalf. Counsels for the parties state that both the suits may be disposed of on the lines recorded in the Settlement Agreement.

6. As counsels for the parties jointly state that their clients 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 said settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the agreement.

7. Accordingly, both the suits are disposed of alongwith the pending applications while leaving the parties to bear their own expenses.

8. The dates already fixed in CS(OS) 3169/2014, i.e., 10.09.2015 and in CS(OS) 339/2015, i.e., 02.11.2015 stand cancelled.

9. File be consigned to the Record Room.

HIMA KOHLI, J

SEPTEMBER 10, 2015

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