

\$~45

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

+ CS(OS) 2660/2013 & IAs 21152/2013 & 12879/2014

SANJEEV ARORA Plaintiff

Through : Mr. Sanjeev Kakra,
Mr.Pawan Mathur and Mr.Irfan Ahmed,
Advocates with plaintiff in person

versus

KULJEET SINGH & ORS. Defendants
Through : Mr.Arshdeep Singh, Advocate with
Mr.Jaswant Singh, GPA for D-1 & D-2
D-3 and D-4 in person
Mr.Arjun Diwan, Advocate for
Mr.Ramesh Kumar Chawla/intervener

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 06.08.2015

1. Pursuant to the parties being referred to the Delhi High Court Mediation & Conciliation Centre, a Settlement Agreement dated 6.8.2015 has been forwarded by the Centre.
2. Vide order dated 20.7.2015, the present case was adjourned to 3.9.2015. However, on an oral joint mentioning made by the counsels for the parties to the effect that the parties have been able to negotiate a settlement, the Registry was directed to list the matter in the supplementary cause list. The Mediation Centre has also forwarded a report, along with the Settlement Agreement dated

6.8.2015.

3. Counsels for the parties state that terms and conditions of the settlement are set out in para (i) to (xxv) of the Settlement Agreement, whereunder the plaintiff has agreed to purchase the suit premises bearing No.3/19A, Kirti Nagar Industrial Area, New Delhi for a total consideration of ₹1,16,00,100/-. It is stated that a sum of ₹86,00,100/- has been tendered by the plaintiff to the defendants No.1 to 4 through demand drafts/cheques. Counsel for the plaintiff undertakes that the cheques for a part of the said amount when presented, shall be duly honoured.

4. As for the balance sale consideration of ₹30,00,000/-, the parties have agreed that the said amount shall be handed over by the plaintiff to the defendants No.1 to 4 at the time of executing the sale deed, which shall be done after the suit property is converted from leasehold to freehold by the competent authority. The court is informed that the plaintiff, defendant No.1 and Mr.Ramesh Kumar Chawla(the intervener mentioned in the order dated 20.7.2015, passed in IA No.14298/2015) shall jointly take necessary steps for getting the suit property converted from leasehold to freehold, preferably within four months from today. After the suit property is converted into freehold, the defendants No.1 to 4 have undertaken to execute a sale deed in

favour of the plaintiff within two weeks, from the date of receipt of written intimation by the plaintiff in that regard.

5. The Court has perused the Settlement Agreement dated 6.8.2015. The same has been signed by the plaintiff and the defendants No.1 & 2 through their GPA holder(their father) and the defendants No.3 & 4 and Sh.Ramesh Kumar Chawla. The Settlement Agreement is also signed by the counsels for the parties and the learned Mediator.

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 Settlement Agreement dated 6.8.2015 is marked as Ex. `A' and is taken on record. The parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement.

7. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Agreement dated 6.8.2015(Ex.A), while leaving the parties to bear their own expenses.

8. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement through court annexed mediation, the plaintiff is entitled to claim refund of the court

fees in terms of Section 16 of the Court Fees Act.

9. In view of the aforesaid submission made by the counsel for the plaintiff, the Registry is directed to issue a certificate in favour of the plaintiff for refund of the court fees, as per law.

10. The suit is disposed of, along with the pending applications.

File be consigned to the record room.

The date already fixed, i.e., 3.9.2015 stands cancelled.

AUGUST 06, 2015

mk

HIMA KOHLI, J