

\$~20.

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 3213/2014

CAPT (RETD) INDER BIR SINGH UPPAL AND ORS..... Plaintiffs
Through: Mr. Anil K. Khaware, Advocate with
Mr. Pramod Pandey, Advocate and plaintiff
No.1 in person.

versus

BHANU PRATAP SHARMA Defendant
Through: Defendant in person.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
14.05.2015

I.A. 26529/2014 (joint application u/O XXIII R 3 CPC)

1. The present joint application has been filed by the parties stating *inter alia* that during the pendency of the present suit, they have arrived at an amicable settlement in terms of the Settlement Agreement dated 13.11.2014, a copy whereof has been filed by the plaintiffs and the defendant under separate indexes dated 19.12.2014 and 11.12.2014 respectively.

2. As per the terms of the settlement recorded in the Settlement Agreement dated 13.11.2014, the defendant has agreed to sell

property bearing No.C-1, Shivalik, New Delhi, to the plaintiffs for a total consideration of ₹3,75,00,000/-. It has been recorded that out of the aforesaid sale consideration, the defendant had received a sum of 3,50,40,000/- and the balance sum of ₹24,60,000/- was received by him at the time of executing the Assignment Deed, GPA, SPA etc. duly registered in the office of the Sub Registrar.

3. Counsel for the plaintiffs states that the suit may be decreed in terms of the settlement arrived at and recorded in the Settlement Agreement.

4. The defendant appears in person. Though he disputes having entered into a settlement with the plaintiff, he does not dispute having affixed his signatures on the compromise application and having sworn the affidavit in support of the said application. He also does not dispute the fact that a copy of the Settlement Agreement dated 13.11.2014 has been filed by his counsel alongwith other documents, including a copy of the Settlement Agreement dated 13.11.2014 under index dated 11.12.2014. Given the above facts, the defendant cannot be permitted to renege from the settlement arrived at and duly implemented on execution of the Settlement Agreement, Assignment Deed, GPA/SPA etc.

5. In view of the aforesaid position, the present application is allowed. The suit is decreed in terms of the settlement recorded in the Settlement Agreement dated 13.11.2014, while leaving the parties to bear their own expenses.

MAY 14, 2015
rkb/ap

HIMA KOHLI, J