

\$~37

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

+ CS(OS) 3549/2014 & IAs No.23070, 23071/2014 & 10464/2015

RAJIV MEHTA Plaintiff

Through : Plaintiff in person

versus

RASHMI MEHTA & ORS Defendants

Through : Ms. Deepti Kathpalia, Advocate for
the defendants with D-1 in person

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

O R D E R

% **30.11.2015**

IA No.24581/2015(by plaintiff u/S 151 CPC)

1. The present application has been filed by the plaintiff through Ms. Deepti Kathpalia, Advocate stating inter alia that he may be granted leave to withdraw the suit on the ground that all the litigations between the parties, including the present suit have been amicably resolved through out of court settlement, recorded in Memorandum of Understanding dated 16.9.2015, a copy whereof has been enclosed with the present application and marked as Annexure-A.

2. Learned counsel states that the dispute in the present suit is between the plaintiff and the defendant No.1(husband and wife) and the defendant No.2 (mother of the defendant no. 1) and the

defendants No.3 & 4 (brother and sister-in-law of the defendant No.1). She submits that the plaintiff had instituted the present suit for possession in respect of property bearing No.C-57, Greater Kailash-I, New Delhi and for recovery of money etc. against the defendants which forms a part of the settlement recorded in the Memorandum of Understanding dated 16.9.2015 and in terms of the said settlement, with the consent of the defendants the plaintiff has disposed of the suit property. Therefore, nothing further survives for adjudication in the present suit.

3. Ms. Kathpalia, Advocate clarifies that initially she was appearing for the defendants, but both sides had reposed faith in her to facilitate a settlement and therefore, she has filed the present application as the counsel for the plaintiff to which the defendants have no objection. Defendant no. 1 who is present in court confirms the said position. The plaintiff and the defendant no. 1 also confirm the fact that they have amicably resolved all their disputes and differences, as detailed in the MOU dated 16.9.2015.

4. In view of the submission made hereinabove, the present application is allowed. The Memorandum of Understanding dated 16.9.2015 is taken on record. The parties shall remain bound by the terms and conditions recorded therein.

5. The suit is dismissed as withdrawn, along with pending applications, while leaving the parties to bear their own expenses.

6. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at an out of court settlement prior to the stage of framing of issues, the plaintiff is entitled to claim refund of 50% of the court fees in terms of Section 16-A of the Court Fees Act.

7. 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 50% of the court fees, as per law.

File be consigned to the record room.

HIMA KOHLI, J

NOVEMBER 30, 2015

mk/ap