

\$~30.

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

+ CS(OS) 3637/2014

HARMINDER SINGH MARWAH Plaintiff
Through: Mr. G.S. Sandhu, Advocate

versus

RAJNI ANAND AND OTHERS Defendants
Through: Defendants No.1 to 3 in person.
Mr. Navdeep Singh, Advocate for
Ms. Amardeep Kaur.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 09.04.2015

1. This order is in continuation of the order dated 05.03.2015.
2. Counsels for the parties state that they had approached the office of the Sub Registrar for registering the Cancellation Deed in respect of the Sale Deed dated 12.11.2013, executed by the plaintiff in favour of the defendants in respect of the suit premises but they have been informed that the Registrar of Assurances shall endorse the said Sale Deed with a seal of cancellation, on directions received from the court.
3. Counsels for the parties jointly state that the Settlement Agreement may be taken on record and the balance agreed amount of

Rs.15 lacs may be released by the purchaser, Ms. Amardeep Kaur to the defendants, for and on behalf of the plaintiff.

4. In view of the aforesaid submission, Ms. Amardeep Kaur is permitted to hand over the balance sum of Rs.15 lacs to the defendants in terms of the settlement recorded in the Settlement Agreement dated 10.12.2014.

5. Now that the aforesaid amount has been received by the defendants, the parties state that the original Sale Deed dated 12.1.2013 is in the custody of Police Station: Hari Nagar and in view of the comprehensive settlement arrived at between them, they shall jointly make a request that the said Sale Deed be released in favour of the purchaser, Ms. Amardeep Kaur, to enable her to approach the Registrar of Assurances for cancelling the same in view of the comprehensive settlement arrived at between the parties.

6. As soon as the original Sale Deed is received by Ms.Amardeep Kaur from Police Station: Hari Nagar, she shall approach the Registrar of Assurances who shall then cancel the same.

7. In view of the fact that the parties have arrived at a comprehensive settlement through the court annexed mediation, 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 settlement. The parties shall remain bound by the terms and conditions of the settlement. The Settlement Agreement dated 10.12.2014 is taken on record. The suit is decreed in terms of the Settlement Agreement and the order passed above, while leaving the parties to bear their own expenses.

HIMA KOHLI, J

APRIL 09, 2015

rkb