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

+ CS(OS) 1967/2015 and I.A. 23339/2015

ANIL NARANG Plaintiff

Through: Mr. Lalit Gupta, Advocate

versus

MOLLY KAPOOR Defendant

Through: Mr. Sangramsingh R. Bhonsle,
Advocate with defendant in person.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% **04.11.2015**

I.A. 23340/2015 (joint application u/O XXIII R 3 CPC)

1. The parties have filed the present joint application stating *inter alia* that the summary suit instituted by the plaintiff for recovery of a sum of Rs.35 lacs alongwith damages has been settled in terms of the Settlement Agreement dated 29.10.2015, arrived at before the Delhi High Court Mediation and Conciliation Centre.

2. Counsel for the plaintiff states that the plaintiff had executed an Agreement to Sell dated 17.06.2014 with the defendant in respect of the second floor and the terrace of the suit premises for a total sale consideration of Rs.2,75,00,000/-. Out of the said amount, the plaintiff had paid the earnest money of Rs.35 lacs to the defendant.

Subsequently, it had transpired that the defendant had entered into an Agreement to Sell in respect of the suit premises with another party, thus compelling him to lodge a complaint against her with Police Station: Defence Colony, which has resulted in registration of FIR No.374/2015.

3. During the pendency of the suit, the parties were able to negotiate a settlement not only in respect of the dispute, subject matter of the present suit but also in respect of the disputes, subject matter of CS(OS) 275/2015, a suit for specific performance instituted by the plaintiffs therein against the defendant in respect of the second floor and terrace alongwith one servant quarter of the suit premises. Under the comprehensive Settlement Agreement, the plaintiffs in both the suits have agreed that the defendant shall execute a Sale Deed only in respect of the second floor of the suit premises in favour of the plaintiffs and/or their nominees in CS(OS) 275/2015 to the extent of 65% undivided share therein and to the extent of 35% undivided share in favour of the plaintiff in the present suit. The parties jointly state that the Settlement Agreement dated 29.10.2015 be taken on record the suit may be decreed in terms thereof.

4. Counsel for the plaintiff states that in view of the settlement arrived at between the parties, his client shall cooperate with the

defendant in approaching the competent Court for quashing of FIR No.374/2015 registered at Police Station: Defence Colony.

5. The Court has perused the present application. The same has been signed by the parties and is duly supported by the affidavits of the signatories to the application. Enclosed with the application is the Settlement Agreement dated 29.10.2015, which has also been signed by the plaintiff in the present suit and the plaintiff No.1 for self and as a Power of Attorney Holder of the plaintiff No.2 in CS(OS) 275/2015 as also the defendant and their respective counsels and the learned Mediator.

6. As the counsels for the plaintiff and the defendant jointly state that they 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 settlement. The parties shall remain bound by the terms and conditions of the settlement.

7. The suit is decreed in terms of the settlement recorded in the Settlement Agreement dated 29.10.2015. Decree sheet be drawn accordingly.

8. The suit is disposed of while leaving the parties to bear their own expenses.

9. In token of acceptance of the terms and conditions of the settlement recorded hereinabove, the parties shall affix their signatures on the order sheet alongwith that of their counsels.

10. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement through the court annexed mediation, prior to the stage of framing of issues, the plaintiffs are entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

11. In view of the aforesaid submission made by the counsel for the plaintiffs, the Registry is directed to issue a certificate in favour of the plaintiff for refund of the court fees under Section 16 of the Court Fees Act.

12. The suit is disposed of. File be consigned to the record room.

13. The date already fixed stands cancelled.

HIMA KOHLI, J

NOVEMBER 04, 2015

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