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

+ CS(OS) 2329/2015

SMT KAMLA DEVI Plaintiff
Through : Mr. Sanjay Shah, Advocate with
plaintiff in person.

versus

SMT PARVATI TAAK AND OTHERS Defendants
Through : Mr. Ram Kishan Rustani, Advocate
for D-1 to D-5 with defendants in person.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
22.12.2015

I.A.No.26084/2015 (joint application u/O XXIII R 3 CPC)

1. The present compromise application has been filed by the parties stating *inter alia* that during the pendency of the present proceedings, they have arrived at an out of court settlement, which has been reduced into writing in the Compromise Deed dated 6.12.2015.

2. Counsels for the parties state that in terms of the settlement arrived at between the parties, the defendants No.1 to 4 have agreed to pay a sum of Rs.20,00,000/- to the plaintiff in full and final settlement of all her claims against the suit property. It is submitted

that at the time of executing the Compromise Deed, the defendants No.1 to 4 had paid a sum of Rs.5,00,000/- to the plaintiff and the balance amount of Rs.15,00,000/- was agreed to be paid on the date of recording the compromise, i.e., today.

3. Counsel for the defendants hands over three demand drafts bearing Nos.824358, 824359 and 82460 all dated 19.12.2015 drawn on Kotak Mahindra Bank, East Patel Nagar, New Delhi in the sum of Rs.5,00,000/- each one in favour of Shri Khet Ram, wife of the plaintiff, and two in favour of the plaintiff, to the counsel for the plaintiff, which are duly accepted by him. Counsel for the plaintiff states that after receiving the balance amount of Rs.15,00,000/-, nothing further is due or payable by any of the defendants to the plaintiff in respect of the suit premises and the suit may be disposed of.

4. The Court has pursued the present application. The same has been signed by all the parties, including Mr. Kailash Malhotra, partner of the defendant No.5/firm, apart from their respective counsels. Counsel for the defendants No.1 to 5 states that he has filed his power of attorney on behalf of defendant No.5/firm and the other partners of

the firm are also signatories to the said power of attorney. The application is supported by the affidavits of the signatories to the application. Enclosed with the application is a Compromise Deed dated 6.12.2015, which is taken on record.

5. As counsels for the plaintiff and the defendants 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 settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the application as also in the Compromise Deed dated 6.12.2015.

6. The suit is disposed of in terms of the settlement arrived at and recorded in the application, while leaving the parties to bear their own costs.

7. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement at the stage of pleadings, the plaintiff is entitled to claim refund of 50% of the court fees in terms of Section 16A of the Court Fees Act.

8. 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 under Section 16A of the Court Fees Act.

9. The dates already fixed in the suit, i.e., 12.1.2016 and 19.1.2016, stand cancelled.

10. File be consigned to the record room.

HIMA KOHLI, J

DECEMBER 22, 2015

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