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

+ **CS(OS) 27/2016**

SHRI RAJAT TREHAN

..... Plaintiff

Through: Mr. Atul Bhuchar, Adv. with plaintiff
in person.

versus

SMT ASHIMA TREHAN

..... Defendant

Through: Mr. Sunil Mittal, Sr. Adv. with Mr.
Dhruv Grover, Adv.

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% **27.05.2016**

I.A No.6807/2016(U/o 23 Rule 3 CPC by parties)

1. Parties have entered into a settlement agreement dated 3.5.2016 before the Delhi High Court Mediation and Conciliation Centre. This application therefore is allowed and the suit will stand disposed of and parties are bound by the terms of the settlement agreement dated 3.5.2016. Decree is only passed with respect to the ownership of the property at Janak Puri, Delhi by the defendant, provided the defendant shall comply with the other terms as stated in the settlement agreement. A decree as per the other settlement terms cannot be passed considering the terms of the settlement agreement, however parties will be bound by the terms of the

agreement settlement dated 3.5.2016. Parties are present in person and they shall sign the ordersheet in confirmation of the terms of the settlement agreement dated 3.5.2016.

2. Application and suit are accordingly disposed of.

3. Since the suit is disposed of before recording of evidence, plaintiff will be entitled to refund of 50% of the Court fee as per Section 16-A of the Court-Fees Act, 1870 (as applicable to Delhi) and the Registry will issue necessary certificate of 50% of the Court Fees in favour of the plaintiff.

VALMIKI J. MEHTA, J

MAY 27, 2016

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