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

+ **CS(OS) 134/2013**

GAJINDER KAUR Plaintiff

Through: **Mr. Aviral Tiwari, Advocate**

versus

AMARJEET SINGH OBEROI & ORS Defendants

Through: **Mr. Jitender Chaudhary, Advocate for
defendant Nos.1, 2, 4, 5, 6, 9,10,11 &
12.**

**Mr. A.S. Bhati, Advocate for
defendant No.3**

**Mr. K.C. Bajaj, Advocate for
defendant No.7.**

**Mr. Deepak Tyagi, Advocate for
defendant No.8.**

CORAM:

HON'BLE MR. JUSTICE NAJMI WAZIRI

ORDER

% **05.01.2016**

IA No.25716/2015

This application seeks disposal of suit in terms of the settlement arrived at between the parties on 5th October, 2015. However, the Settlement Agreement is not on record, but a copy of the same has been shown to the Court.

The learned counsel for defendant Nos.1,2,4,5,6,9,10,11 and 12 submits that the post-dated cheques for 31st January, 2016 have already been given to the parties in terms of the Settlement Deed, which will be presented

for encashment on 31st March, 2016. He assures the Court that upon presentation, the said cheque shall be duly honoured.

The learned counsel for the parties submit, upon instructions, that although the monies were to have been paid by January, 2016, nevertheless, the parties have agreed to the extension of date for payment of the same. Hence, the date has been extended to 31st March, 2016.

The learned counsel for the parties would submit that the Settlement Agreement has been duly signed by all the parties. They assure the Court that the parties shall be bound by the terms of the Settlement. Their assurance is accepted. The learned counsel for the parties identify all the parties who are present in Court.

Let a copy of the Settlement Agreement be filed by Mr. Jitender Chaudhary, learned counsel for defendant Nos.1, 2, 4, 5, 6, 9,10,11 & 12 within one week from today.

Since the *lis* has been settled and the assurance of the learned counsel for the parties is accepted, the application is allowed.

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The *lis* has been settled in terms of the Settlement Deed dated 5th October, 2015. Accordingly, the suit is decreed in terms of para 13 thereof.

Decree sheet be drawn up accordingly.

The Court fee be returned as per rules.

The suit stands disposed off in the above terms.

NAJMI WAZIRI, J

JANUARY 05, 2016/tp