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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 791/2011**
SATISH HANDA

..... Plaintiff

Through: Mr. Nittin Bhatia, Adv. with plaintiff
in person

versus

ASHOK DIWAN & ORS

..... Defendant

Through: Mr. Piyush Pahuja, Adv. for D-1 & 2
with D-1 & D-2 in person
Mr. Rakesh Kumar, Adv. for D-3 to 5
with D-3 to 5 in person

CORAM:
HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER
% **13.05.2016**

IA 5982/2016 (under Order XXIII Rule 3 CPC)

1. This is a joint application filed by the parties under Order XXIII Rule 3 read with Section 151 CPC with the following prayers:-

*“a.) Dispose of the present suit in terms of the
aforementioned settlement terms mentioned in paragraphs 2,
3 and 4 of the present application; and
b.) Pass such other or further orders as this Hon'ble Court
may deem fit and proper in the facts and circumstances of
the present case.”*

2. The application has been signed by the plaintiff, defendants and their counsel. The application is accompanied by the affidavits of the plaintiff and defendants. Learned counsel for the parties also states, that the parties have arrived at a settlement in terms of paras 2,3 and 4 of the application, which are reproduced as under:-

“2. That parties to the present suit after detailed discussions have arrived at amicable resolution wherein it has been agreed between the parties that the Defendants or their nominees have agreed to transfer the ownership of property bearing No. 2747/1, 2nd Floor, Ranjit Nagar, New Delhi- 110 008, owned by wives of Defendant Nos. 1 and 2 in favour of the Plaintiff or his nominees towards full and final settlement of all the claims of Plaintiff. It has further been agreed between parties to the present suit that if the wives of Defendant Nos. 1 and 2 do not transfer the aforementioned property in favour of the Plaintiff, towards full and final settlement, the Defendants will make the payment of the total amount of Rs. 1,25,00,000/- (Rupees One Crores Twenty Five Lakhs) paid by the Plaintiff to the mother of the Defendants in terms of the Agreement to Sell dated 29.09.2010 jointly to the Plaintiff towards the settlement arrived between the parties on or before 29.05.2016. Affidavits of wives of Defendant Nos. 1 and 2 consenting to transfer their ownership in Property bearing No. 2747/1, 2nd Floor, Ranjit Nagar, New Delhi- 110 008 in favour of the Plaintiff is annexed herewith as Annexure- A (Colly.).

3. That the Plaintiff in terms of the aforementioned settlement has agreed to withdraw the present suit upon fulfillment of either of the aforementioned terms by the Defendants on or before 29.05.2016.

4. That it has further been agreed between the parties that in case, the Defendants fail to comply with their obligations as agreed upon above, the Plaintiff will have a right to revive the present suit.”

3. Learned counsel for the parties states, in view of the settlement, plaintiff be allowed to withdraw the suit. They also state, that in case the defendants fail to comply with their obligations as agreed upon, the right of the plaintiff to revive the present suit be maintained. Accordingly, the application is allowed. The suit is dismissed as withdrawn, with liberty as prayed for.

4. The date of 29th July, 2016 stands cancelled.

IA 8223/2015

Dismissed as infructuous.

V. KAMESWAR RAO, J

MAY 13, 2016/ak