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

% ***Judgment dated 7th October, 2016***

+ CS(OS) 1230/2013

SANJAY GUPTA & ANR Plaintiffs

Through Ms. Ashu Arora, Advocate

versus

RATAN SINGH Defendant

Through Mr. Abhishek, Advocate for the
defendant along with defendant Ratan
Singh.

Mr. TVSR Krishna Sastry, Advocate
for appellant in OA.

CORAM:

HON'BLE MR. JUSTICE G.S.SISTANI

G.S.SISTANI, J (ORAL)

I.A.12677/2016(refund of excess court fee)

1. This is an application filed by the plaintiff seeking refund of the excess court fee deposited. Prayer made in this application is not opposed. The application is accordingly allowed. Registry to process this application and in case excess court fee has been paid, the same shall be refunded to the plaintiff.
2. The application stands disposed of.

CS(OS) 1230/2013

3. Plaintiff has filed the present suit for specific performance of Agreement to Sell dated 08.02.1013 against the defendant with respect to land measuring 8 bigha 4 biswa comprising in Khasra No.88/28, 29 situated at Village Ujwa, Tehsil Najafgarh, Delhi. The total sale consideration was fixed at Rs.3,14,50,000/-, i.e., @ Rs.1.85 crores per

acre. Plaintiff paid a sum of Rs.32 lakhs towards advance sale consideration by way of Cheque no.207551 dated 08.02.2013 drawn on Indus Ind Bank which was encashed by the defendant. The Sale Deed was to be executed on or before 08.05.2013. The defendant did not complete the sale transaction, which led to filing of the present suit by the plaintiff.

4. On the last date of hearing, the defendant had made an offer that he is agreeable to refund the advance with 5% interest for a period of three years. After negotiations in Mediation, before this Court, it is agreed that the defendant would refund the advance received with 6% interest for the period 08.02.2013 to 07.09.2016. Counsel for the plaintiff submits that on receipt of the cheque in the name of plaintiff no.2, all disputes and differences stand settled, with both the plaintiffs and the claim of the plaintiffs in the plaint would stand satisfied.
5. The defendant Ratan Singh is present in Court along with his son and grandson. The defendant has handed over a Cheque no.537311 dated 07.10.2016 in the sum of Rs.38,88,000/- drawn on Syndicate Bank, Najafgarh Road Branch, Delhi. He undertakes to the Court that the cheque on presentation would be encashed.
6. Accordingly, the suit is decreed in the sum of Rs.38,88,000/- in favour of the plaintiffs and against the defendant.
7. Having regard to the fact that the present suit has been settled through Mediation of the Court, the plaintiff would be entitled to refund of court fee.
8. The Court appreciates the efforts put in by the counsel and the parties for early resolution of the matter.

IA.12678/2016(under Section 151 CPC filed by the parties)

9. By the present application jointly filed under Section 151 of the Code

of Civil Procedure, the parties have prayed to refer the matter to the Delhi High Court Mediation and Conciliation Centre.

10. The application stands disposed of in view of the fact that the matter stands settled between the parties through Mediation of the Court.

I.A.9938/2013(under Order XXXIX Rules 1 and 2 CPC)

11. The application stands disposed of in view of the suit having been disposed of.
12. Interim order stands vacated.

I.A.13446/2013(under Order XI Rules 1 & 2 CPC by the defendant)

13. The application is dismissed as having become infructuous.

I.A.18031/2014(under Order VII Rule 11(D) CPC by the defendant)

14. The application is dismissed as having become infructuous.

O.A.194/2014

15. The appeal is dismissed as having become infructuous.

OCTOBER 07, 2016

pst

G.S.SISTANI, J