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

+ **CS(OS) 198/2016 & IA No.5321/2016**

M/S DELHI INFRA DEVELOPERS PRIVATE LIMITED.... Plaintiff

Through: **Mr. Dinesh Garg & Ms. Rachna
Aggarwal, Advocates**

versus

SH PRALEEN CHOPRA & ANR. Defendants

Through: **Mr. Jitender Vohra, Advocate**

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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24.08.2016

IA No.10285/2016 (Under Order XXIII Rule 3 CPC)

1. The present application has been jointly filed by the parties, stating, *inter alia*, that the matter has been settled between them, by virtue of an out-of-court settlement, which has been reduced into writing vide Settlement Agreement dated 19th August, 2016. Under the said Settlement Agreement, the defendants have agreed to handover the second floor of premises No.F-4, Maharani Bagh, New Delhi to the plaintiff within 90 days from the date of execution of the Settlement Agreement, and it has been agreed that at the time of execution and registration of the Sale Deed, the plaintiff shall pay a sum of Rs.2,50,00,000/- to the defendants. The remaining terms and conditions of the Settlement Agreement have been set-out in paras 2 to 10 of the Settlement Agreement.

2. Learned counsel for the parties state that the suit may be decreed in terms of the said Settlement Agreement dated 19th August, 2016.

3. The Court has perused the application. The same has been signed by the Director of the plaintiff and the defendant No.1 for self and as a power of attorney holder of the defendant No.2, as also their respective counsels and is supported by the affidavits of the signatories to the application. Enclosed with the application is the original Settlement Agreement dated 19th August, 2016, duly signed by the Director of the plaintiff and the defendant No.1 is signed for self and as a power of attorney holder of the defendant No.2.

4. The suit is decreed in terms of the Settlement Agreement dated 19th August, 2016, while leaving the parties to bear their own costs.

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

6. 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 50% of the court fees, as per law.

7. The suit is disposed of, along with the pending application.

HIMA KOHLI, J

AUGUST 24, 2016

tp/sk