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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 217/2016 & IA No.15766/2016 (of parties u/O 23 R-3 CPC)
RAJESH KUMAR RALHAN & ORS Plaintiffs
Through: Ms. Nandni Sahni, Adv.
Versus
HVA BUILDCON PVT. LTD. & ORS Defendants
Through: Mr. Manish Verma, Adv. for D-1.
Mr. Ashish Aggarwal, Adv. for D-2&3.

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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19.12.2016

1. The file has been received post-lunch on account of Justice R.K. Gauba being on leave.
2. The counsel for the six plaintiffs, the counsel for the defendant No.1 and the counsel for the defendants No.2&3 have mentioned the matter. They state that the parties were earlier vide order dated 29th July, 2016 referred to mediation; a Settlement Agreement dated 1st October, 2016 was signed by the parties, their counsels and the Mediator before the Mediation Cell of this Court; however further disputes arose between the parties; the parties were again vide order dated 21st November, 2016 referred to the same Mediator; that mediation has been successful with the efforts of Ms. Anjali Vohra, Advocate/Mediator and a Supplementary Settlement Agreement dated 16th December, 2016 has been signed by the parties, their respective advocates and the Mediator.
3. The parties have also filed IA No.15766/2016 under Order XXIII
CS(OS) 217/2016

Rule 3 of Code of Civil Procedure, 1908 seeking disposal of the suit in terms of Settlement Agreement dated 1st October, 2016 and the Supplementary Agreement dated 16th December, 2016.

4. The counsels state that the compromise application is also signed by the six plaintiffs as well as by the three defendants and is also supported by their affidavits.

5. The counsels, on enquiry, state that there is no contradiction between the terms of the two settlement agreements and the supplementary settlement agreement is only with respect to the terms of the sale deed to be executed by the plaintiffs and defendant No.1 in favour of the defendants No.2&3.

6. I have perused the two Settlement Agreements and find the settlement / compromise arrived at between the parties to be lawful.

7. IA No.15766/2016 is allowed.

8. A decree is passed in terms of the Settlement Agreement dated 1st October, 2016 and Supplementary Settlement Agreement dated 16th December, 2016, which shall form part of the decree sheet, leaving the parties to bear their own costs.

9. Decree sheet be drawn up.

10. Out of the court fees of about Rs.3 lakhs paid on the suit, a Certificate entitling the plaintiffs to get refund of a sum of Rs.2,50,000/- be handed over to the counsel for plaintiffs.

11. Date of 15th February, 2017 is cancelled.

RAJIV SAHAI ENDLAW, J.

DECEMBER 19, 2016/‘bs’..

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