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

+ **CS(OS) 260/2016**

CARAVAN FREIGHT CARRIER PRIVATE LIMITED & ORS

..... Plaintiffs

Through: Mr. Dinesh Garg, Advocate

versus

SH DEEPAK HARISINGH LULLA & DEEPAK LULLA & ANR

..... Defendants

Through: Ms. Vandana Bhatnagar, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

24.08.2016

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I.A. 10287/2016 (joint application u/O XXIII R 3 and 3A CPC)

1. The present application has been jointly filed by the parties stating *inter alia* that during the pendency of the present suit, they have arrived at a settlement.

2. The present suit has been instituted by the plaintiff No.1/company alongwith plaintiffs No.2 and 3, Directors of the plaintiff No.1/company against the fathers of the plaintiffs No.2 and 3, also stated to be the Directors of the plaintiff No.1, praying *inter alia* that a decree of declaration be passed, declaring that the plaintiff No.1/company is the true and real owner of the suit premises situated at G.T. Karnal Road, Delhi, that had been purchased by the defendants in their individual names by virtue of a

registered Agreement to Sell dated 05.09.2005.

3. Counsels for the parties state that now the dispute between the sons and the fathers, all Directors of the plaintiff No.1/company, which is a family held company, has been settled and the terms and conditions of the settlement have been set out in para 5 of the application, whereunder all the parties accept and confirm that the plaintiff No.1/company is the owner of the suit premises and none of them will claim any beneficial interest therein in their individual capacity. Though there is no specific averment made in the present application, all the parties agree that a Sale Deed shall be executed/got executed and registered in respect of the suit premises in favour of the plaintiff No.1/company so as to perfect its title as all the parties have agreed that the suit premises was never owned by the defendants No.1 and 2, though the Agreement to Sell had been executed by the previous owner in their favour.

4. The Court has perused the present application. The same has been signed by the Directors of the plaintiff No.1, plaintiffs No.2 and 3 and the defendants No.1 and 2 as also their respective counsels and is supported by the affidavits of the deponents of the application.

5. As counsels for the parties jointly state that their clients have arrived at the aforesaid settlement of their own free will and volition and without any undue influence or coercion from any quarters, there appears no legal impediment in accepting the settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement.

6. The suit is decreed in terms of the settlement recorded in the present application, while leaving the parties to bear their own costs.
7. At this stage, learned counsel for the plaintiffs states that in view of the fact that the parties have been able to arrive at a negotiated settlement, the plaintiffs are entitled to claim refund of the 50% court fees in terms of Section 16-A of the Court Fees Act.
8. In view of the aforesaid submission made by the counsel for the plaintiffs, the Registry is directed to issue a certificate in favour of the plaintiffs for 50% refund of the court fees, as per law.
9. The suit is disposed of, along with the pending application.
10. File be consigned to the record room.
11. The date already fixed, i.e., 27.10.2016 stands cancelled.

AUGUST 24, 2016
rkb/sk

HIMA KOHLI, J