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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 311/2016, IA No.7575/2016 (u/O 39 R-1&2 CPC) & IA
No.7772/2016 (u/O 39 R-4 CPC)
GEETA VIJ Plaintiff

Through: Ms. Priyanka Vij, Adv.

Versus

RASHMI CHHABRA & ANR Defendants

Through: Mr. Abhishek Chhabra, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **22.11.2016**

1. The plaintiff has instituted this suit for specific performance of an agreement contained in Bayana Receipt dated 5th September, 2015 and in the alternative for refund of the advance monies paid and for damages.
2. The suit was entertained and vide *ex parte* ad-interim order dated 10th June, 2016 the two defendants restrained from creating any third party rights in respect of third floor of property no.25, Aradhana Enclave, R.K. Puram, Sector-13, New Delhi.
3. The defendants filed an application under Order XXXIX Rule 4 of the CPC and which came up before this Court on 8th July, 2016 when the parties as sought were referred to the Mediation Cell of this Court.
4. Mediation has been successful with the efforts of Mr. Paras Chaudhry, Advocate / Mediator and a Settlement Agreement dated 19th November, 2016 purported to be signed by the plaintiff, both the defendants and their respective advocates and the mediator has been received.

5. The counsel for the plaintiff and the counsel for the defendants support the Settlement Agreement and state that the suit be decreed in terms thereof.

6. I have perused the Settlement Agreement. The same in para 3 thereof records that the defendants no.1&2 'convey, sell, transfer and assign all their rights' in the portion of the property as described therein in favour of the plaintiff.

7. The counsels on enquiry however agree that the said Settlement Agreement shall not constitute a conveyance and shall remain an agreement to sell only and the rights in the property shall stand conveyed only on execution and registration of a sale deed in pursuance thereto and as stated therein.

8. With the aforesaid clarification, the compromise / settlement arrived at between the parties is found to be lawful and is allowed.

9. A decree is passed in favour of the plaintiff and against the defendants in terms of the Settlement Agreement and Annexures A,B&C thereto and which shall form part of the decree, leaving the parties to bear their own costs.

Decree sheet be prepared.

10. The counsel for the plaintiffs seeks refund of court fees.

11. A certificate enabling the plaintiff to obtain refund of Rs.2 lacs out of the court fees paid of Rs.2,15,500/- be handed over to the counsel for the plaintiff to enable the plaintiff to obtain refund of the said sum of Rs.2 lacs.

RAJIV SAHAI ENDLAW, J

NOVEMBER 22, 2016/‘gsr’..

CS(OS) 311/2016

Page 2 of 2