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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 3074/2014**

GULSHAN VERMA & ORS Plaintiffs
Through: Mr. Rajat Aneja, Ms.Chandrika Gupta,
Adv.

versus

USHA ANAND Defendant
Through: Mr.Rajender Aggarwal, Adv.

CORAM:
HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER
02.06.2016

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IA 4646/2016

1. This is a joint application filed by the parties under Order XXIII Rule 3 CPC read with Section 151 CPC. On 19th April, 2016, the Court passed a detailed order. Thereafter, on May 3, 2016, the counsel for parties stated that the parties shall file affidavits giving explanation and annexing therewith the agreement dated 17th March, 2016, which is on record of CrI.M.C. No.3588/2015, within one week.
2. Learned counsel for the parties state pursuant thereto, the affidavits have been filed by the parties and the certified copy of the settlement agreement dated 17th March, 2016 has also been filed on record.
3. I have perused the affidavits and noted the contents in para 5 of the

affidavits, which are identical and accept the explanation.

4. The aforesaid application has been filed with the following prayers:-

“It is, therefore, most respectfully prayed that this Hon’ble Court may be pleased to record the compromise between the parties in terms of the Settlement Agreement dated 17th March, 2016 executed before the Delhi High Court Mediation and Conciliation Centre, and to pass a Compromise decree in terms of the said agreement binding the parties thereto, and to further pass directions for refund of the court fee in the present suit as well as the connected suit bearing CS(OS) no.(old) 3076, 2014, in the light of the facts stated hereinabove.

Any other order(s) which this Hon’ble Court deem fit and proper in the facts and circumstances of the case may also be passed in favour of the parties.”

5. The application is signed by the plaintiff nos.1 to 4, defendant and Mr.Manmohan Rai Anand, husband of the defendant and their counsels. The application is supported by the affidavits of all the plaintiffs and the defendant as well as Mr. Manmohan Rai Anand.

6. The settlement agreement dated 17th March, 2016 also reveals that the same has been arrived at between the parties voluntarily of their own free will and accord and without any pressure, undue influence, force or duress of any nature from any quarter, whatsoever. The parties have

undertaken to abide by the terms and conditions of the settlement deed and shall remain bound by the same. The undertaking is taken on record.

7. In view of the settlement entered between the parties, the present suit is decreed. The certified copy of the settlement agreement dated 17th March, 2016 at pages 101-112 is taken on record. The settlement agreement dated 17th March, 2016 (wrongly mentioned as 17th February, 2016 in the order dated 19th April, 2016) filed along with the present application as PX1 and exhibited as Ex.C-1, is de-exhibited. The certified copy of the settlement agreement dated 17th March, 2016 as filed at pages 101 to 112 is exhibited as Ex.D-1. Decree sheet be drawn accordingly.

8. Mr. Aneja, states that the plaintiffs shall be entitled to refund of court fee under Section 16A of the Court Fees Act, as the suit was at the pre-evidence stage, inasmuch the parties have settled their dispute before any evidence could be recorded on the merits of the claim.

9. In view of the aforesaid, the plaintiffs shall be entitled to the certificate in terms of Section 16A of the Court Fees Act.

10. Mr.Aneja, further request that as the settlement stipulates withdrawal of Civil suit no.3076/2014 filed in this Court and transferred to the Court of learned Additional District Judge, Tis Hazari Court, Delhi and the Suit is at

pre-evidence stage, a direction be issued for refund of court fee in the said case as well.

11. As the suit has already been transferred to the concerned Court, the plaintiffs would be at liberty to file an application seeking refund of court fee in that Suit on the strength of the agreement dated 17th March, 2016 exhibit D-1 and also this order.

The application as well as the suit are disposed of.

Dasti.

V. KAMESWAR RAO, J

JUNE 02, 2016
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