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

+ **CS(OS) 3159/2014**

VEENA SEHGAL & ORS Plaintiffs
Through: **Mr. Rajiv Bakshi, Advocate**

versus

KRISHNA SEHGAL & ORS Defendants
Through: **Mr. S.K. Chandwani, Advocate for**
defendant No.2, Mr. Anjana Jhamb
Mr. Manmeet Singh & Mr. Naunidh
S. Arora, Advocates for defendant
Nos.1, 3 & 4 with defendant Nos.1
and 4 in person

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
19.09.2016

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IA No.11564/2016

1. Learned counsel for the parties state that the parties are related to each other and have arrived at a Settlement, as recorded in para 13 of the application.
2. Learned counsel for the plaintiffs states that it has been agreed that the plaintiffs shall be the absolute owners of the First Floor and the terrace above the Second Floor and defendant Nos.1 and 4 shall be the absolute owners of the Ground Floor and the Second Floor. Further, the defendant Nos.1 and 4 have agreed to pay a sum of Rs.15,00,000/- to the plaintiffs. Out of the aforesaid amount of Rs.15,00,000/-, Rs.3,00,000/- was to be paid at

the time of executing the Settlement Agreement and the balance amount of Rs.12,00,000/- has been paid by way of a demand draft bearing No.113244 dated 31st August, 2016, drawn on UCO Bank, New Delhi. Learned counsel for the parties state that the remaining terms and conditions of the settlement are part of the Settlement Agreement dated 1st August, 2016.

3. The Court has pursued the Settlement Agreement dated 1st August, 2016. The same has been signed by all the parties and their respective counsels as also by the learned Mediator. Enclosed with the Settlement Agreement, is a Letter of Authority executed by the defendant No.3, authorising a family member to sign the Settlement Agreement on her behalf.

4. 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 said Settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement.

5. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Agreement dated 1st August, 2016, while leaving the parties to bear their own expenses.

6. At this stage, learned counsel for the plaintiffs states that in view of the fact that the parties have arrived at a settlement through court annexed mediation, the plaintiffs are entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

7. 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

plaintiff for refund of the court fees, as per law.

8. The suit is disposed of, along with the pending applications.
9. File be consigned to the record room.

HIMA KOHLI, J

SEPTEMBER 19, 2016

tp/ap

