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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 3156/2014**
BADRI BHAGAT JHANDEWALA TEMPLE SOCIETY(REGD)
..... Plaintiff
Through: Mr.Neeraj Gupta, Adv.

versus

MONA GOSAIN
..... Defendant
Through: Mr.Rahul Kumar Singh, Adv.

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

ORDER
% **02.03.2016**

IA 2088/2016

This is an application filed by the parties under Order 23 Rules 1 and 3 CPC read with Section 151 CPC for withdrawal of the suit and return of the Court Fees.

The application has been signed by the plaintiff and the defendant and their counsel. The application is accompanied by the affidavits of Secretary of the plaintiff society and of the defendant.

Learned counsel for the plaintiff has drawn my attention to the settlement entered between the parties before Delhi Mediation Centre, Tis Hazari Courts, Delhi on January 14, 2016 (in the documents file).

I note that Mr. Ravinder Goyal, the Trustee of the plaintiff Trust and the defendant herein Mona Gosain (Goswami); who were defendant Nos. 3 to 5 and the plaintiff No. 2 in CS (OS) 421/2014 pending in Tis Hazari Courts, Delhi, and the counsel for the plaintiff and the defendant have also signed the settlement agreement dated January 14, 2016.

It is noted that the present suit has been filed for possession of property bearing No. 10196, Jhandewala Estate, Desh Bandhu Gupta Road, New Delhi-55. The parties have settled their inter se disputes on the following terms and conditions:

1. It is agreed between the parties that the defendant no.3, society is the owner of the suit property. Both the parties agree and acknowledge that the Plaintiff no.2 has vacated and remove her all belongings of the suit premises and has handed over the vacant and peaceful possession of the suit property to defendant no.3 through Sh.Ravinder Goyal, trustee and Additional Manager of Society who acknowledges having received the keys of the vacant suit property from the first party, in the Mediation Centre while signing the present Settlement. The parties agrees that the defendant no.3 shall be entitled to deal with the suit property as absolute owner in any manner whatsoever and the plaintiff no.2 has agreed she shall not be left with any claim whatsoever in any manner of the suit property from today.

2. It has been agreed mutually between the parties that Smt. Mona Gosvrami (Gosain) and her family have invested huge amounts in the repair, renovation of the disputed property to make it habitable from time to time, the parties have mutually estimated the cost of renovation/ repair, fittings, fixtures

incurred by plaintiff no.2 at Rs.10,00,000/- (Rupees Ten Lakh only). The defendant no.3. Society has already entered into a sale transaction of the fittings and fixtures and other building materials in the suit property with one Sh. Amit Jain for an amount of Rs.10,00,000/- (Rupees Ten Lakh only). The defendant no.3 has handed over to Mona Goswami (Gosain) a bank draft bearing no. 448033 dated 12.01.2016 issued from State Bank of Travancore for Rs.10,00,000/- in favour of Mona Goswami today itself i.e. 14.01.2016 before Mediation Centre which she acknowledges hereby of having receipt today.

3. It has been mutually agreed between the parties that Plaintiff no.2 will withdraw her claim as settled in suit no. 421/14 within 15 days from today.

4. It has been mutually agreed between the parties that defendant no.3 i.e. Plaintiff in suit no. 3156/14 will withdraw its suit from Hon'ble High Court of Delhi within 15 days from today. The defendant no.3 further agrees that it has given up its claim for damages, mesne profits in the said suit against the present Plaintiff no.2/ defendant therein.

5. The Plaintiff no.2 agrees and undertakes that she has not created any charge, lien, liability on the suit property now vacated by her. She further agrees that in case any liability or claim is found by third party then she shall be liable to reimburse and bear the expenses of the same. Plaintiff no.2 further agrees to clear all dues towards electricity bills/ water bills/ house tax if any remain due against plaintiff till today i.e. 14.01.2016 within 30 days.

6. It is further mutually agreed by the parties that plaintiff no.2 or any; other person including her legal heir representative, assignee etc. shall not have any right, title or interest in the suit property against defendant no.3 who is absolute owner of the suit property.

Since the matter is settled in mediation, Defendant no.3 Badri Bhagat Jhandewalan Temple Society, plaintiff in original civil suit no. 3156/14, pending before Hon'ble High Court of Delhi is entitled to get refund the court fee under Section 16 of Court Fees Act”.

The settlement agreement dated January 14, 2016 has been signed by Ms. Anshu Aggarwal, learned Mediator, Mediation Centre, Tis Hazari Courts, Delhi.

In view of the settlement entered into between the parties, the parties pray, the plaintiff be allowed to withdraw suit, as settled. The Suit is disposed of as withdrawn as being settled.

A request for refund of court fees is made by the counsel for the plaintiff. The parties having settled the inter-se disputes through mediation on a reference made by the Court, and in view of the judgment of this Court in *CRP No. 131/2015 dated November 30, 2015, titled Puneet Bhatia and Ors. Vs. Karishma Bhatia and Ors.*, the plaintiff shall be entitled to the refund of Court Fees in terms of Section 16 of the Court Fees Act.

IA 2088/2016 stands disposed of.

V. KAMESWAR RAO, J

MARCH 02, 2016/akb