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

+ CS(OS) 436/2016 & IAs No.10646/2016 (u/O XXXIX R-1&2 CPC)
& 15816/2016 (u/O 23 R-3 CPC)

JUST MY OFFICE PVT LTD

..... Plaintiff

Through: Mr. Saurabh Kripal and Mr. Jaskaran
Singh, Advs.

Versus

ASHUTOSH SHARMA

..... Defendant

Through: Mr. Manohar Malik, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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20.12.2016

1. The parties were vide order dated 22nd September, 2016 referred to the Mediation Cell of this Court.
2. The counsel for the plaintiff and the counsel for the defendant state that mediation has been successful with the efforts of Mr. Pramod Gupta, Advocate/Mediator.
3. A Settlement Agreement dated 15th November, 2016 stated to be signed by the plaintiff, defendant, their respective counsels and the Mediator has also been received from the Mediation Cell of this Court.
4. I have perused the settlement as recorded in the Settlement Agreement aforesaid and find the same to be lawful, save that the request for refund of stamp duty on the sale deed shall have to be made to the Collector of Stamps and cannot be directed by this Court.

5. The counsels confirm that the plaintiff has in accordance with the Settlement Agreement already refunded the sum of Rs.9 crores to the defendant and the receipt whereof the counsel for the defendant acknowledges.
6. In accordance with the compromise, the Sale Deed dated 21st March, 2016 executed by the plaintiff in favour of the defendant of Stall No.24, Gaffar Market, Karol Bagh, New Delhi and registered with the Office of the Sub Registrar-III, New Delhi vide Registration No.2479, in Book No.1, Volume No.16393, on pages 9 to 16 is ordered to be cancelled and annulled and a copy of this judgment / decree be forwarded to the Sub Registrar-III, New Delhi for compliance and the Sub-Registrar-III, New Delhi is requested to make an endorsement, on the copy of the Sale Deed in his record, of cancellation thereof vide this judgment and decree.
7. The counsel for the defendant, on enquiry, states that the original Sale Deed has already been handed over by the defendant to the plaintiff.
8. The counsel for the plaintiff states that he has no instructions.
9. If the original Sale Deed has not been returned, the same be now returned.
10. The counsels for the parties state that possession of the property was never delivered by the plaintiff to the defendant and has been with the plaintiff.
11. The parties are left to bear their own costs.
12. Decree sheet be drawn up. The Settlement Agreement to form part of decree sheet.

13. The parties will be at liberty to approach the Collector of Stamps concerned for refund of the stamp duty paid on the Sale Deed and the Collector of Stamps shall decide the said application/representation in accordance with law.

14. The counsel for the plaintiff seeks refund of court fees paid on the plaint.

15. Out of the court fees of Rs.10,09,609/- paid, a Certificate entitling the plaintiff to get refund of Rs.9 lakhs be handed over to the counsel for the plaintiff.

RAJIV SAHAI ENDLAW, J.

DECEMBER 20, 2016
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