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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 1156/2011**
KEWAL KRISHNA KUMAR & ANR

..... Plaintiffs

Through : Plaintiff in person with Ms.Sumati
Anand, Advocate

versus

M/S BREEZE CONSTRUCTIONS PVT LTD & ANR

..... Defendants

Through : Mr.Parvin Bahadur, Mr.Kishan Rawat
and Mr.Rajan Narain, Advs.

CORAM:
HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

% **06.11.2017**

IA No. 12945/2017

This suit is for specific performance, declaration of permanent injunction pertaining to Memorandum Understanding dated 03.09.2010 executed between Plaintiff and Defendant No.2 (through Defendant No.1) with respect to commercial plot being Hotel Plot No.1B-4 admeasuring 5024.91 sq. mtrs., located at Twin District Centre, Sector-10, Rohini, Delhi. During the course of proceedings the parties have amicably resolved the differences in terms of what is stated in para 3 and 4 of the application, wherein four cheques amounting to Rs.9,06,79,909/- are to be paid to the plaintiff. In addition the defendant shall also provide TDS certificate of Rs.36,81,102/-. Cheques for the aforesaid amount have been handed

over today in Court to the plaintiff and the defendants undertake such cheques shall be positively encashed on presentation. On encashment of the cheques aforesaid the plaintiff shall have no right, title or interest, whatsoever, in the suit premises and the defendant shall be free to deal with the property in the manner as it may deem fit. The encashment of the cheque shall be in full and final settlement of all dispute between the parties.

The parties have entered into this settlement out of their free will and as the cheques have been handed over to the plaintiff he seeks permission to withdraw the suit. In the circumstances the suit stands dismissed as withdrawn.

The parties shall bear their own costs.

YOGESH KHANNA, J

NOVEMBER 06, 2017
VLD