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

+ RFA 178/2015

MADHUSUDAN MEHER Appellant
Through : Ms. Aastha Dhawan, proxy counsel

versus

HARVINDER PAL SINGH KOHLI Respondent
Through : Mr. Puneet S. Dhir, proxy counsel

AND

+ RFA 395/2015 & CM 10721/2015

HARVINDER PAL SINGH KOHLI Appellant
Through : Mr. Puneet S. Dhir, proxy counsel

versus

MADHUSUDAN MEHAR Respondent
Through : Ms. Aastha Dhawan, proxy counsel

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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31.03.2017

1. On 28.2.2017, counsels for the parties had jointly stated that they have arrived at a settlement before the Delhi High Court Mediation & Conciliation Centre on 22.3.2017. As the Settlement Agreement was not on record on the said date, the appeals were adjourned for today.
2. Now, the Delhi High Court Mediation and Conciliation Centre has forwarded a Settlement Agreement dated 22.3.2017, duly signed by both the

parties, their respective counsels as also by the learned Mediator, whereunder it is recorded that Mr. Madhusudan Mehar has agreed to handover vacant peaceful possession of the suit premises to Mr. Harvinder Pal Singh on or before 30.6.2017. The consequences of breach of the aforesaid agreement have been spelt out in para 6(ii) of the Settlement Agreement.

3. Mr. Madhusudan Mehar has further agreed to clear all the dues/charges of electricity bill, water bill, etc., before handing over possession of the suit premises to Mr. Harvinder Pal Singh. Mr. Harvinder Pal Singh has in turn agreed to pay a sum of Rs.1.00 lac to Mr. Madhusudan Mehar at the time of taking over possession of the suit premises. All other terms and conditions of the settlement have also been recorded in the Settlement Agreement.

4. The Court has perused the Settlement Agreement dated 22.3.2017. In view of the aforesaid settlement arrived at between the parties, 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 same.

5. Accordingly, while binding the parties to the terms and conditions of the settlement as recorded in the Settlement Agreement dated 22.3.2017, the present appeals are disposed of, along with the pending application.

6. At this stage, proxy counsels appearing for the appellants in RFA 178/2015 and RFA 395/2015 state that in view of the fact that the parties have arrived at a settlement through court annexed mediation, the appellants in both the appeals are entitled to claim refund of 50% of the court fees in terms of Section 16-A of the Court Fees Act.

7. In view of the aforesaid submission made by the counsel for the

appellants, the Registry is directed to issue certificates in favour of the appellants in RFA 178/2015 and RFA 395/2015 for refund of 50% of the court fees in terms of Section 16-A of the Court Fees Act.

8. Files be consigned to the record room.

HIMA KOHLI, J

MARCH 31, 2017

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