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

+ **CS(OS) 135/2016**

HARCHARAN SINGH NAG Plaintiff

Through: Ms. Asiya, Adv.

Versus

SUMAN BAWEJA & ORS Defendants

Through: Ms. Rashmi Chopra, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **29.03.2017**

1. The parties in this suit for specific performance of an agreement of sale of immovable property were vide order dated 21st July, 2016 referred to the Mediation Cell of this Court.
2. Mediation has been successful with the efforts of Mr. Mayank Goel, Advocate / Mediator.
3. A Settlement Report dated 27th January, 2017 purported to be signed by the parties / their authorized representatives, their advocates and the mediator along with a Memorandum of Understanding executed between the parties has been received.
4. The counsel for the plaintiffs and the counsel for the defendants support the Settlement Report and seek a decree in terms thereof.
5. I have perused the Memorandum of Understanding dated 27th January, 2017 annexed to the Settlement Report. The same in Clause (4) provides that the value of the property for the purposes of registration of Sale Deed shall be the rate of property on the date of execution of the Property Development Agreement i.e. 12th January, 1996 and 25th February, 1996.

6. This Court cannot put its imprimatur on the said agreement between the parties as contained in Clause (4) aforesaid. It will be up to the registering authority and the Collector of Stamps to determine the value of the property and the stamp duty payable thereon.
7. Subject to the aforesaid, the compromise arrived at between the parties is found to be lawful and is allowed.
8. A decree is passed in favour of the plaintiff and against the defendants in terms of Settlement Report and annexures thereto and subject to the clarification aforesaid, leaving the parties to bear their own costs.
9. The counsel for the plaintiffs seeks refund of court fees.
10. In accordance with Section 16A of the Court Fees Act, 1870 as applicable to Delhi, out of court fees paid of Rs.14,53,461/- paid on the plaint, a certificate entitling the plaintiffs to refund of Rs.14,00,000/- be issued and handed over to the counsel for the plaintiffs.

Decree sheet be prepared.

RAJIV SAHAI ENDLAW, J

MARCH 29, 2017

‘gsr’..