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

+ CS(OS) 416/2011 & IA No.5973/2011

MANAV BAHL & ANR

..... Plaintiffs

Through: Mr Rishi Manchanda, plaintiff no.2 in person.

versus

EMAAR MGF LAND LIMITED

..... Defendant

Through: Mr Pallav Pandey Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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13.04.2017

1. Plaintiff no.2 (who also represents plaintiff no.1) and the learned counsel for the defendant state that the parties have settled their *inter se* disputes and have entered into a settlement agreement dated 11.04.2017 before the Delhi High Court Mediation and Conciliation Centre. The said settlement agreement has been handed over and is taken on record.

2. In view of the above, Plaintiff no.2 seeks to withdraw the present suit with liberty to file afresh in the event the defendant fails to comply with the terms of the settlement agreement. plaintiff no.2 further states that plaintiffs would be bound by the settlement agreement. The learned counsel for the defendant also undertakes on behalf of the defendant that the defendant shall also comply with the terms of the settlement agreement and make the payment of ₹38 lacs as damages/compensation as agreed.

3. The suit and the pending application are dismissed as withdraw.
4. The Registry is directed to issue a certificate for refund of the court fees in favour of plaintiff no.2.

VIBHU BAKHRU, J

APRIL 13, 2017
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