

\$~12

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

+ CS(OS) 1831/2014 and IA No.4609/2015, 11246/2015, 11247/2015,
19415/2015, 19416/2015, 1666/2016

RAJESH AGGARWAL Plaintiff

Through: Mr. Rajiv Duggal, Advocate

versus

NANDA KHEMKA Defendant

Through: Mr. Rohit Chaudhary, Adv. with
Ms. Preeti Kohli, Adv. for D-2.
Ms. Tanim Gaur, Adv. with
Ms. Ankita Patnaik, Adv. for D-3.

CORAM:

HON'BLE MR. JUSTICE R.K.GAUBA

ORDER

% **10.03.2017**

IA No.3138/2017 (Order XXIII Rules 1 & 2 CPC)

1. This suit was instituted seeking reliefs of specific performance, declaration and permanent injunction, *inter alia*, on the basis of receipt-cum-agreement dated 25.04.2010 statedly executed by the first defendant. The other defendants are stated to have been impleaded subsequently on account of averments made by the first defendant about sale of the subject property in their favour.

2. On the request of the parties, they were referred to Delhi High Court Mediation & Conciliation Centre where they entered into settlement agreement on 29.09.2016, the original whereof has been made over by the mediator to this court and has come on record.

3. By the application (IA No.3138/2017) under Order XXIII Rules 1 & 2 CPC, the plaintiff seeks withdrawal of the suit as compromised stating that in terms of the settlement arrived at through mediation, the first defendant

has paid to him, and he has received, a sum of rupees one crore, by way of demand draft dated 06.12.2016, thereby settling fully and finally all claims and disputes between the parties. It has been stated that all other cases arising out of the same transaction between the parties including SLP (Criminal) No.2160/2016 have since been withdrawn as compromised.

4. In the facts and circumstances, the application is allowed. The suit is dismissed as withdrawn having been compromised. In this view, the court fees shall be refunded.

5. Pending applications become infructuous and stand disposed of accordingly.

R.K.GAUBA, J.

MARCH 10, 2017

vk