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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) No.172/2016 & IA No.4522/2016 (under Order XXXIX
Rules 1&2).

MANJU MITTAL Plaintiff

Through: Mr. Mayank Bansal, Adv.

versus

SATYA PRAKASH & BROS PVT LTD & ANR Defendants

Through: Mr. A.K. Gupta, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **02.03.2017**

1. The parties in this suit for specific performance of agreement of sale of immoveable property were vide order dated 17th October, 2016 referred to the Mediation Cell of this Court.
2. Mediation has been successful with the efforts of Ms. Kajal Chandra, Advocate/Mediator and a Settlement Agreement dated 25th November, 2016 purporting to be signed by the plaintiff, defendant no.1 and the defendant no.2 as well as by their counsels and the Mediator has been received.
3. The counsel for the plaintiff and the counsel for both the defendants support the settlement and seek disposal of this suit in terms thereof.
4. The counsel for the plaintiff states that out of the money paid by the defendants to the plaintiff by cheques under the Settlement Agreement, one cheque for Rs.10,00,000/- only remains to be encashed.
5. The counsel for the defendants in accordance with the Settlement Agreement states that the same if not already encashed shall be encashed on

presentment.

6. I have perused the Settlement Agreement and find the compromise arrived at between the parties to be lawful and allow the settlement.

7. Subject to the plaintiff receiving the entire settlement amount in terms of Settlement Agreement and in terms of the Settlement Agreement the plaintiff withdraws his claim for specific performance and all other claims with respect to property no.8/2, WEA, Karol Bagh, New Delhi.

8. The suit is disposed of as withdrawn in terms of Settlement Agreement and above.

9. The counsel for the plaintiff seeks refund of court fees.

10. A certificate entitling the plaintiff to refund of 95% of the court fees paid be prepared in the name of the plaintiff and be handed over to the counsel for the plaintiff.

11. The counsel for the defendants states that the costs in terms of last order dated 17th October, 2016 have been deposited.

12. The counsel for the plaintiff is exempted from depositing the costs.

RAJIV SAHAI ENDLAW, J

MARCH 02, 2017

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