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

+ RFA 777/2016

DALIP YADAV

..... Appellant

Through : Mr. Rakesh Kumar, Advocate with
appellant in person.

versus

SACHIDA NAND SHARMA & ORS

..... Respondents

Through : Dr. V.P. Singh, Advocate with
respondent in person.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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17.01.2017

CM 1500/2017 (by the appellant u/Sec.151 CPC for early hearing)

1. The present application has been filed by the appellant stating *inter alia* that during the pendency of the appeal, the parties have arrived at an amicable settlement as recorded in the Compromise Deed dated 26.12.2016 and therefore they seek advancement of the date of hearing.
2. For the reasons stated in the application, the same is allowed. CM No.1501/2017 is being taken up today itself for disposal.
3. The application is disposed of.

CM 1501/2017 (by the appellant u/Sec.151 CPC)

1. The present application has been filed by the appellant stating *inter alia* that with the intervention of well wishers of the parties, they have been

able to arrive at an amicable settlement in respect of the property, subject matter of the present appeal as recorded in the Compromise Deed dated 26.12.2016, whereunder the respondents have agreed to sell the subject premises to the appellant, who is in actual physical possession thereof, for a total sale consideration of Rs.33,00,000/-. Out of the aforesaid agreed sale consideration, the appellant has paid a sum of Rs.5,00,000/- to the respondents herein and the parties have agreed that the balance sale consideration of Rs.28,00,000/-, in respect whereof six post dated cheques have been issued by the appellant and handed over to the respondent, shall be encashed on the due dates, as mentioned in clause 2(b) of the Compromise Deed. On encashment of the aforesaid cheques towards the balance sale consideration, the respondents/plaintiffs have agreed to execute sale documents in respect of the suit premises in favour of the appellant/defendant, on or before 20.12.2017.

2. Counsel for the appellant undertakes that all the post dated cheques handed over to the respondents shall be honoured as and when presented. He states that the present appeal may be disposed of in terms of the settlement recorded in the Compromise Deed dated 26.12.2016 (Annexure-A).

3. Notice. Counsel for the respondents accepts notice and confirms the fact that the parties have arrived at a settlement and his clients have received a sum of Rs.5,00,000/- from the appellant from out of the total sale consideration of Rs.33,00,000/-. He also confirms the fact that the respondents have received six post-dated cheques towards the balance sale consideration and in view of the settlement arrived at between the parties, his clients do not wish to press the claims of damages/mesne profits awarded by the trial court in terms of the impugned judgment and decree dated

31.5.2016.

4. Counsels for the parties state that the parties have also agreed that the sum of Rs.3,21,800/- deposited by the appellant in the Court, shall be refunded to him, through counsel, along with the interest, if any, accrued thereon.

5. The Court has perused the present application and the Compromise Deed dated 26.12.2016. The Compromise Deed has been signed by the appellant and the respondent and duly witnessed.

6. As counsels for the appellant and the respondents jointly state that their clients have arrived at the aforesaid settlement 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 settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the Compromise Deed dated 26.12.2016. The appellant shall be entitled to approach the Registry, through counsel for refund of the amount deposited by him along with the interest, if any, accrued thereon.

7. The application is allowed and the appeal is disposed of in terms of the settlement arrived at between the parties and recorded in the Compromise Deed dated 26.12.2016, while leaving the parties to bear their own costs.

8. At this stage, learned counsel for the appellant states that in view of the fact that the parties have arrived at an out of court settlement, the appellant is entitled to claim refund of the court fees in terms of Section 16-A of the Court Fees Act.

9. In view of the aforesaid submission made by the counsel for the appellant, the Registry is directed to issue a certificate in favour of the

appellant for refund of the court fees under Section 16A of the Court Fees Act, as per law.

10. File be consigned to the record room.

HIMA KOHLI, J

JANUARY 17, 2017
sk/mk

