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

+ RFA 688/2016 and CM APPL. 33244/2016

SATPAL NARANG

..... Appellant

Through: Mr. Surinder Singh, Advocate

versus

OM PRAKASH SACHDEVA

..... Respondent

Through: Mr. Gagan Chhabra, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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19.01.2017

1. This appeal arises out of the judgment and decree dated 07.5.2016, passed by the trial court in a suit for possession, recovery of damages, *mesne* profits and permanent injunction instituted by the respondent/plaintiff against the appellant/defendant in respect of the subject premises.
2. By the impugned judgment and decree, an application filed by the respondent/plaintiff under Order XII Rule 6 CPC for recovery of possession of the suit premises, was allowed and the appellant/defendant was directed to hand over possession thereof.
3. On 03.11.2016, it had been enquired from counsels for the parties if they were ready and willing to negotiate a settlement with each other by referring them to mediation.
4. Pursuant thereto, the Delhi High Court Mediation and Conciliation Centre has forwarded a Settlement Agreement dated 06.12.2016. The terms and conditions of settlement have been recorded in para 7 of the Settlement

Agreement, wherein the appellant/defendant has agreed to hand over vacant peaceful possession of the suit premises to the respondent/plaintiff on or before 31.8.2017. In lieu thereof, the respondent/plaintiff has agreed to give up all his claims of past, present or future rent, *mesne* profits etc. in respect of the suit premises. The parties have further agreed that on the appellant handing over possession of the suit premises to the respondent, the latter shall withdraw the pending suit and execution petition filed against the appellant. Counsels for the parties state that the present appeal may be disposed of in terms of the settlement arrived at between the parties.

5. The Court has perused the Settlement Agreement dated 06.12.2016. The same has been signed by the parties and their respective counsels as also learned Mediator. The parties are bound down of the terms and conditions of the settlement. Further, the appellant/defendant is directed to continue paying the electricity and water charges in respect of the suit premises till 31.8.2017, on or before which date, he shall hand over vacant peaceful possession of the suit premises to the respondent/plaintiff. In this duration the appellant is restrained from selling transferring, alienating or parting with possession of the suit premises.

6. As counsels for the parties 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 said settlement. Subject to the additional terms and conditions of settlement recorded above, the Settlement Agreement dated 06.12.2016 is taken on record. The parties shall be bound by the same.

7. The appeal is disposed of alongwith the pending application.

8. At this stage, learned counsel for the appellant states that as the

parties have arrived at a settlement through mediation, the appellant is entitled to claim refund of the court fees in terms of Section 16 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 16 of the Court Fees Act, as per law.

10. File be consigned to the record room.

HIMA KOHLI, J

JANUARY 19, 2017

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