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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 248/2017**
RENU PROMOTERS PVT. LTD. Plaintiff
Through: None.
Versus

MANOJ SETHI Defendant
Through: Mr. Neeraj Jain and Mr. Aakash
Aggarwal, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **07.12.2017**

IA No.14534/2017 (of parties u/O XXIII R-3 CPC)

1. The counsel for the plaintiff as well as the counsel for the defendant support the application and state that the same is signed by the authorised representative of the plaintiff and by the defendant and is supported by their respective affidavits.
2. I have perused the settlement arrived at between the parties and find that though the plaintiff on the one hand has agreed to create a fresh lease deed in favour of the defendant but on the other hand is seeking the remedy to execute breach by the defendant of the terms of the fresh lease deed by execution of the decree sought and by averring breach of the order/undertaking in this application.
3. I have enquired from the counsel for the plaintiff, as to how the plaintiff can have the relief with respect to the fresh contract by a decree in this suit arising out of the disputes under the earlier lease deed.
4. The counsel for the plaintiff states that if there are any disputes with respect to the fresh lease deed, the plaintiff will file a fresh suit and will not seek execution of decree sought in this suit.

5. Subject to the aforesaid, the compromise arrived at between the parties is found to be lawful and is allowed.

6. The application is disposed of.

CS(OS) 248/2017

7. The suit is disposed of recording that the defendant has agreed to pay the amounts claimed by the plaintiff in this suit and the parties have entered into a fresh lease agreement and by further directing that only in the event of the defendant not paying the amounts which were sought to be recovered in this suit, would the plaintiff be entitled to execute the monies therefor in terms of the compromise decree and by enforcement of the undertakings of the defendant as contained in IA No.14534/2017.

8. Decree sheet be drawn up.

9. IA No.14534/2017 and today's order to form part of the decree sheet. The parties are left to bear their own costs.

10. The counsel for the plaintiff seeks refund of the court fees of Rs.3,66,150/- paid on the suit.

11. A certificate entitling the plaintiff to get refund of 70% of the court fees paid be issued and handed over to the counsel for the plaintiff.

12. The date of 15th December, 2017 before the Joint Registrar is cancelled.

RAJIV SAHAI ENDLAW, J.

DECEMBER 07, 2017

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