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

+ CS(OS) 1741/2015 & CC No.52/2016

NITIN VERMA Plaintiff

Through Mr.Vivek Srivastava and Mr.Gaurav
Kohli, Advocates.

versus

SHOBHITA GOYAL & ORS Defendants

Through Mr.Yash Mishra with Mr.Kamakshi
Rao, Advocates.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

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25.10.2017

Both the learned counsel have handed over a photocopy of the Settlement Report dated 23rd October, 2017 along with a photocopy of Memorandum of Understanding (MOU) dated 20th September, 2017 executed between the parties. The same are taken on record.

It is pertinent to mention that the present suit has been filed for recovery of money, declaration and permanent injunction. The defendants have filed a counter-claim.

On 25th September, 2017, the present suit was referred to the Delhi High Court Mediation and Conciliation Centre.

Mediation in the present case has been successful through the efforts of Mr.Atul Bhuchar, Advocate-Mediator.

This Court may mention that though the aforesaid MOU contemplates a withdrawal of the present suit upon payment of the entire settlement amount by the defendants, yet counsel for the parties

are in agreement that the suit be decreed in accordance with the aforesaid Settlement Report and the MOU giving liberty to either of the parties to file an execution petition in the event of breach of the said Settlement Report and the MOU.

The Supreme Court in ***Afcons Infrastructure Ltd. Vs. Cherian Varkey Construction Co. (P) Ltd., (2010) 8 SCC 24*** while dealing with Section 89 of the CPC observed that the settlement agreement will have to be placed before the Court for recording it and in disposing of the suit in its terms, the Court should apply the principle of Order 23 Rule 3 of the CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.

This Court is satisfied that the compromise between the parties contained in the aforesaid Settlement Report and the MOU is lawful and satisfies the requirements of Order 23 Rule 3 CPC. Therefore, this Court does not find any impediment in decreeing the present suit in terms of the aforesaid Settlement Report and the MOU.

Consequently, present suit is decreed in terms of the aforesaid Settlement Report dated 23rd October, 2017 and the MOU dated 20th September, 2017 executed between the parties, which are marked as Exs.C-1 and C-2. Registry is directed to prepare a decree sheet in terms thereof. In the event of breach of the said Settlement Report and the MOU, parties are given liberty to file an execution petition.

Registry of this Court is also directed to issue the plaintiff and the defendants certificates authorizing them to receive back from the Collector the entire amount of the Court fee paid by them in respect of

the present suit and the counter-claim respectively.

With the aforesaid observations and directions, present suit and the counter-claim stand disposed of.

The interim order dated 25th July, 2016 stands vacated.

MANMOHAN, J

OCTOBER 25, 2017
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