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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 332/2017
RITU JAIN Plaintiff
Through Mr.Kapil Gupta, Adv.

versus

PRAKASH SINGH KHATRY Defendant
Through Mr.M.A.Khan, Adv.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

% **22.08.2017**

IA No. 9483/2017

The plaintiff has filed a summary suit for recovery of Rs.8,06,62,050/- along with pendetelite and future interest @ 15% p.a. against the defendant. The notice was served upon the defendant. Both the parties have now amicably settled the matter and moved an application under Order 23 Rule 3 of CPC in terms of the compromise as enumerated in para 7 to 14 of the above application. In the settlement it has been agreed that the defendant shall pay to the plaintiff an amount of Rs.8 crore on or before 30th September, 2017 towards full and final settlement of all dues against the defendant arising under the MOU dated 22nd January, 2016. The said amount payable shall be subject to deduction of applicable taxes. The parties have agreed that the registered GPA executed by the plaintiff in favour of the wife of the defendant shall remain valid and subsisting on the basis of which defendant shall be entitled to purchase 25% undivided share of the plaintiff in remaining portion of the subject property comprising of 2nd and 3rd Floor along with roof rights and

parking space and other rights, either himself or have the whole or part thereof sold directly to the intending purchaser. The amount so agreed to be paid by the defendant to the plaintiff would be either by himself or through intending purchaser, directly to plaintiff by pay order in the name of the plaintiff to be deposited in the bank account, details of which are given in para 10 of the application. In case the defendant fail to pay the agreed amount on or before 30th September, 2017, then he shall be liable to pay interest @ 15% p.a. on the amount outstanding w.e.f. 01.10.2017 and till actual payment. It is further agreed that after sale of the said portions, Ms.Neena Khattry shall not use the said GPA for any purpose and it shall be deemed to be null and void for ever.

It is stated that the settlement has been agreed and entered into out of their free will and without any coercion and the parties undertake to abide by the terms and conditions stated above. In the circumstances the suit of the plaintiff be decreed in terms of the application/settlement. No order as to costs.

The half of the court fees per Section 16A of the Court Fees Act be refunded since the settlement has been arrived at prior to recording of evidence.

Decree Sheet be drawn accordingly. The settlement shall be a part of the decree.

YOGESH KHANNA, J

AUGUST 22, 2017

VLD