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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 685/2017 & IA No.15337/2017 (under Order XXXIX Rules 1&2 CPC).

SEEMA GUPTA & ANR Plaintiffs

Through: Mr. Dinesh Garg, Adv.

versus

SAMMAN BUILDCON PRIVATE LIMITED Defendant

Through: Mr. Vandana Bhatnagar, Adv. for
defendant/caveator.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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20.12.2017

Caveat No.1102/2017.

1. The counsel for the defendant/caveator has appeared.
2. The Caveat stands discharged.

IA No.15338/2017 (under Order VII Rule 14 of the CPC exemption from filing original documents).

3. Allowed in terms of *Aktiebolaget Volvo Vs. R. Venkatachalam* (2009) 160 DLT 100.
4. The application is disposed of.

CS(OS) 685/2017 & IA No.15337/2017 (under Order XXXIX Rules 1&2 CPC).

5. The two plaintiffs have sued (i) for declaration that the sole defendant has no right to make any demolition, addition, alteration and construction in property no.C-75, Greater Kailash, Part-I, New Delhi – 110 048; and, (ii) for permanent injunction to restrain the defendant from doing so and from causing damage or any obstruction to the portion of the plaintiffs of the said property .

6. Issue summons of the suit and notice of the application to the defendant.
7. Summons and notice are accepted by the counsel for the defendant/caveator.
8. The counsels state that the disputes and differences subject matter of this suit have been amicably settled between the parties on the terms contained in a document dated 19th December, 2017 titled 'Terms of Settlement' and signed by the two plaintiffs and the authorised representative / Director of the defendant on each of the three pages thereof and seek the said Terms of Settlement to be taken on record and the suit being disposed of by binding the parties thereto.
9. The counsel for the plaintiffs has handed over the document aforesaid and the same is taken on record. The counsel for the defendant confirms the settlement aforesaid.
10. The said Terms of Settlement, for the sake of identification, are marked Exhibit 'C-1' in today's date i.e. 20th December, 2017.
11. After going through the Terms of Settlement, I find the same to be lawful.
12. Binding the parties to the Terms of Settlement as contained in Exhibit 'C-1', the suit is disposed of leaving the parties to bear their own costs.

RAJIV SAHAI ENDLAW, J

DECEMBER 20, 2017

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