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

\+ CS(COMM) 660/2018

BABIT RANA & ORS ..... Plaintiffs
Through: Mr. Akil Rataeeya, Adv.

Versus

TIRUPATI BUILDING & OFFICES (P) LTD. & ORS .....Defendants
Through: Mr. Vijay Kasana, Adv. for D-1&2.
Mr. Manu Padalia, Adv. for D-3.

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

<u>O R D E R</u>

% **30.10.2018**

<u>IA No.14950/2018 (of 7 plaintiffs and D-1&2 u/O XXIII R-3 r/w S-151 CPC)</u>

1. The counsel for all the seven plaintiffs and the counsel for defendants No.1&2 state that the compromise application is signed by each of the plaintiffs and by or on behalf of defendants No.1&2 and that the defendant No.3 Namoshree Marketing Pvt. Ltd. was a sub-tenant of defendant No.1 in the premises and has left the premises and has no concern with the suit.

2. The counsel for the plaintiffs states that he gives up the defendant No.3 Namoshree Marketing Pvt. Ltd.

3. The defendant No.3 Namoshree Marketing Pvt. Ltd. is deleted from the array of defendants in the suit.

4. An endorsement to the said effect be made on the memorandum of parties by the Court Master under his signatures in today's date.

5. Having perused the compromise arrived at between the parties, the same is found to be lawful, save that this Court cannot put its imprimatur on the agreement whereunder the plaintiffs have agreed to cooperate with the defendants in quashing of the First Information Report (FIR) and which aspect will have to be adjudicated by the appropriate Court. Similarly, the parties in the application and in the Memorandum of Understandings (MoUs) annexed to the application have also pleaded that the plaintiff No.2 Ravinder Rana has relinquished his share in the property in favour of the plaintiff No.1 Babit Rana and plaintiff No.3 Sanjay Rana. This Court cannot put its imprimatur qua the said relinquishment also, which in accordance with law has to be done by a registered document.

6. Under the compromise, the defendants No.1&2 have also agreed to pay a sum of Rs.25 lakhs to the plaintiffs and out of which, Rs.15 lakhs is payable today and Rs.10 lakhs on quashing of the FIR.

7. I have enquired from the counsels, what will happen qua the payment of Rs.10 lakhs, if the FIR is not quashed.

8. The counsel for the plaintiffs and the counsel for the defendants No.1&2 state that in that case, the balance amount of Rs.10 lakhs would not be payable.

9. Subject to the aforesaid three conditions, else the compromise as contained in the application and the two MoUs both dated 24th October, 2018 annexed thereto is found to be lawful and is allowed.

10. The application is disposed of.

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11. Accordingly, a decree is passed in favour of the plaintiffs and against

the defendants No.1&2 in terms of the compromise contained in IA No.14950/2018 and the two MoUs annexed thereto and subject to the aforesaid three conditions.

12. Decree sheet be drawn up.

13. On request of the counsel for the plaintiffs, a certificate entitling the plaintiffs to refund of 80% of the court fees paid on the plaint be issued and handed over to the counsel for the plaintiffs.

14. The date of 26th November, 2018 before the Joint Registrar is cancelled.

RAJIV SAHAI ENDLAW, J.

OCTOBER 30, 2018
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