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

+ CS(OS) 228/2011 & IA Nos. 1541/2011 (u/O XXXIX R-1 & 2 CPC)
& 6763/2018 (u/O XXIII R-3 CPC)

AVTAR KRISHAN GUPTA & ANR Plaintiffs

Through: Mr. Lalit Gupta and Mr. Siddharth
Arora, Mr. A. Katyaal, Advs. for P-1
along with P-1 in person.

Versus

PRAVEEN GOEL & ORS Defendants

Through: Mr. Naveen Sharma, Mr. Ramanpreet
Singh, Advs. for D-1

AND

CS(OS) 742/2012 & CAV 319/2012, CC Nos. 28/2014 & 29/2014 &
IA No. 6762/2018 (u/O XXII R-3 CPC)

A.P. METACIL PVT LTD Plaintiff

Through: Mr. Naveen Sharma, Mr. Ramanpreet
Singh, Advs.

Versus

BALRAJ KRISHAN GUPTA & ORS Defendants

Through: Mr. Lalit Gupta and Mr. Siddharth
Arora, Mr. A. Katyaal, Advs. for D-
14 along with D-14 in person.
Dr. Arun Mohan, Sr. Adv. with
Mr. Arvind Bhatt, Adv. for D-12&13.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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15.05.2018

1. The parties in both these suits were referred to the Mediation
Cell of this Court vide order dated 19th January, 2018.

2. Mediation has been successful with the efforts of Mr. Manu
Nayar and Mr. Sukhamrinder S. Ahluwalia, Advocates Mediators and

CS(OS) 228/2011 & CS(OS) 742/2012

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a Settlement Agreement Report dated 10th May, 2018 along with a Settlement Agreement dated 10th May, 2018 purporting to be signed by the parties and/ or on behalf of the parties and their respective advocates and the mediators has been received and the counsels for all the parties support the settlement.

3. The counsel for the plaintiffs in CS(OS) 228/2011 states that in terms of the settlement, CS(OS) 228/2011 is unconditionally withdrawn.

4. Counsels for the defendants have no objection.

5. CS(OS) 228/2011 is dismissed as withdrawn.

6. CS(OS) 742/2012 was filed for specific performance of an agreement of sale of immovable property and the Counter-Claims No.28/2014 and 29/2014 filed therein for declaration that the sale deeds executed by some of the defendants were invalid and void.

7. The counsels for the Counter Claimants, in terms of the settlement, unconditionally withdraw the Counter-Claims.

8. The Counter-Claims No. 28/2014 & 29/2014 are dismissed as withdrawn.

9. The counsels state that in terms of the settlement, CS(OS) 742/2012 has to be decreed for specific performance in terms of the Settlement Agreement and the pay orders for the consideration agreed to be paid are ready and the parties have agreed to go to the office of the sub-Registrar tomorrow for execution and registration of the sale deeds as agreed. The counsels further state that the sale deeds could not be executed and registered till now because of the interim order in

CM (M) No. 1009/2011 which was also referred to mediation and which also has been withdrawn today in terms of the Settlement Agreement.

10. As per the aforesaid information, the settlement arrived at between the parties is found to be lawful.

11. A decree is passed in CS(OS) 742/2012, in favour of the plaintiff and against the defendants therein, of specific performance in terms of the Settlement Agreement dated 10th May, 2018 which shall form part of the decree sheet, leaving the parties to bear their own costs.

12. Decree sheet be prepared.

13. A certificate entitling the plaintiff in CS(OS) 742/2012, Counter Claimants in Counter Claims No.28/2014 and 29/2014 and plaintiffs in CS(OS) No.228/2011, to refund of court fees paid, less Rs. 25,000/- in each, be issued and handed over to the counsels for the plaintiffs / Counter-Claimants respectively.

Dasti under the signature of the Court Master.

RAJIV SAHAI ENDLAW, J

MAY 15, 2018
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