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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 510/2005**
YAHOO PROPERTIES PVT. LTD.

..... Plaintiff

Through : Mr.N.P.Singh and Ms.Anupama
Kaul, Advocates.

versus

BHAI MANJIT SINGH AND ANR. BC+

..... Defendants

Through : Mr.Suresh Dutt Dobhal, Advocate for
defendants No.1 & 4.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

% **03.08.2018**

IA No.10202/2018

1. This application is filed jointly by the parties under Section 151 of the CPC for disposal of the suit.

2. Plaintiff has filed the suit for specific performance against the defendants qua property No.28A, Prithvi Raj Road, New Delhi. During the proceedings the parties settled the matter through Delhi High Court Mediation and Conciliation Centre vide settlement agreement dated 25.07.2018. The terms of the settlement are mentioned in para No.9 and more specifically (a) to (f) as under:-

“a) It is agreed between the parties that the' above said amount of Rs.2,74,00,000 (Rs. Two Crore Seventy Four Lakhs Only) which was deposited by the Second Party in accordance with order dated 16.01.2007 shall be withdrawn by the First Party alongwith the interest accrued thereupon.

b) It has been further agreed between the parties that apart from the above said amount of Rs.2,74,00,000 (Rs. Two Crore Seventy Four Lakhs Only) and the interest the accrued thereupon, the Second Party

shall also pay an additional sum of Rs.9,00,00,000/- (Rupees Nine Crores Only) to the First Party towards all its claim arising out of the subject matter of CS(OS) No. 510/2005.

c) The Hon'ble Court may consider refund of the court fees to the First Party in terms of the Section 16 of the Court Fees Act 1870 read with Section 89 of CPC, 1908 and the Second Party shall not raise any objection to the same.

d) Although Second Party has got prepared two Demand Drafts bearing No.260752 dated 17.07.2018 drawn on Axis Bank, New Delhi for an amount of Rs.1,00,00,000/- (Rupees One Crore Only) and another Demand Draft bearing no. 260515 dated 07.07.2018 drawn on Axis Bank, New Delhi for an amount of Rs. 8,00,00,000/- (Rupees Eight Crore Only) but it is agreed that both the said Demand Drafts shall be handed over by the Second Party to the First Party before the Hon'ble High Court on or before 07.08.2018. For the said purpose, a joint application will be moved by the parties before the Hon'ble the High Court. Copies of the above mentioned Demand Drafts are annexed herewith as ANNEXURE-A.

e) The Second Party undertakes that he shall give its no objection as well as do all the necessary acts: required towards release of the aforesaid amount mentioned in clause 9(a), lying in the form of FDR with the registry of this Court.

f) It is agreed between the parties that the present suit be disposed off in terms of the present Settlement Agreement."

3. It is submitted the settlement is voluntary without any undue influence or coercion from anyone and it shall be binding upon both the parties, being lawful.

4. The defendants today has handed over both original demand drafts totalling to Rs.9.00 Crores to the learned counsel for plaintiff, per para No.9(d) above. An amount of Rs.2,74,30,000/- is lying deposited with the Registry of this Court and such amount with upto date interest shall be refunded in favour of the plaintiff in terms of the settlement so arrived at between them.

5. In the circumstances suit of the plaintiff is decreed, more specifically, in terms of para No.9 of the settlement above, which shall form part of the decree.

6. The plaintiff shall be entitled to the refund of the court fees as

per provisions of the Court Fee Act. All interim orders also stands vacated. The pending application(s) also stands disposed of. Parties to bear their own costs. Decree sheet be drawn.

YOGESH KHANNA, J

AUGUST 03, 2018

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