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

+ **CS (OS) 1440/2014**

RAMA NAND GUPTA Plaintiff

Through: Mr. Girish Aggarwal and Ms.
Aanchal Aggarwal, Advocates.
(M:9811114489)

versus

CHARANJEET KAUR & OTHERS Defendants

Through: Mr. Sanjay S. Chhabra and Mr. Vijay
Laxmi Mewara, Advocates for D-1 to
4. (M:9717172611)
Mr. Rajat Aneja and Mr. Sambit
Nanda, Advocates for LR's of D-5.
(M:9818291376)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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17.12.2018

I.A. 17253/2018 (u/O VI Rule 17 CPC)

This is an application seeking amendment of the plaint by which alternate prayer (ii) is sought to be added. None of the Defendants have an objection to the amendment being allowed. Since the amendment is within the pleadings, already filed, and only an alternate relief is sought to be added, the amendment is allowed. I.A. is disposed of.

CS (OS) 1440/2014

Amended plaint is taken on record. In view of the relief prayed in the amended plaint, learned counsels for the Defendants make a submission that the Defendants are willing to pay a sum of Rs.42 lakhs i.e. double the earnest money deposited by the Plaintiff, without prejudice to their rights

and contentions. The matter was passed over in the morning to enable the Plaintiff to take instructions. Plaintiff - Mr. Rama Nand Gupta was present in Court in the morning. After conferring with him, learned counsel for the Plaintiff submits that his client is willing to settle the disputes upon receipt of payment of Rs.42 lakhs.

On behalf of the Defendant Nos.1 to 3, Defendant No.2 is present in Court. He represents the branch of Late Sardar Tarlok Singh. Defendant No.4 – Sardar Santokh Singh has passed away. His son Mr. Jagpreet Singh is present. Defendant No.5- Smt. Surjeet Kaur has also passed away. One of her sons, Mr. Parvinder Singh is present. Amended memo of parties has already been taken on record impleading all the legal heirs of the Defendant Nos.2 & 3.

In view of what transpired in Court today, the parties have agreed to settle their disputes on the following terms and conditions.

1) The Defendant Nos.1 to 5 are altogether agreeable to pay a sum of Rs.42 lakhs to the Plaintiff on or before 31st May, 2019. The proportionate amounts to be paid by each of the branches would be as under:

- Defendant Nos.1 to 3 - Legal representatives representing Late Sardar Tarlok Singh to pay a sum of Rs.14 lakhs.
- Defendant No.4- Sardar Santokh Singh, represented through his legal heirs, to pay a sum of Rs.14 lakhs.
- Legal heirs representing the branch of Defendant no.5 Smt. Surjeet Kaur to pay a sum of Rs.14 lakhs.

2) Upon receipt of a total of Rs.42 lakhs from all the Defendants, the agreement to sell dated 2nd May, 2010 in respect of the suit property

bearing No.D-81, Naraina Vihar, New Delhi, shall stand cancelled.

- 3) The payment of Rs.42 lakhs shall be in full and final settlement in respect of all the disputes arising out of agreement to sell dated 2nd May, 2010. Upon receipt of the said amount, there shall be no outstanding claims by the Plaintiff against the Defendants.
- 4) Plaintiff does not press any relief against Defendant Nos.6 & 7.
- 5) If there is any default in payment, the Plaintiff would be entitled to interest @ 12% per annum with effect from 1st June, 2019.

Statements of learned counsel for Plaintiff and the Defendants, who are present in Court, have been recorded. All the parties shall be bound by the terms of settlement recorded today in Court. The suit is decreed in terms of the settlement. Decree sheet be drawn up.

In view of the fact that the matter has been amicably resolved, 50% of the total court fee deposited be refunded to Plaintiff.

PRATHIBA M. SINGH, J.

DECEMBER 17, 2018/dk