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

+ **CS (OS) 1428/2014, I.As. 9334/2014 & 368/2017**

C.P. SHARMA

..... Plaintiff

Through: Mr. Premtosh Mishra and Mr.
Mayank Tripathi, Advocates.
(M:9818727744)

versus

M.L. SHARMA

..... Defendant

Through: Mr. Kush Sharma and Mr. Prateek
Gautam, Advocates for D-1
(M:9311399002) with Lt. Col. Karan
Vir Sharma and Mr. Suvir Sharma,
LRs of Defendant No.1 in person.
(M:8586841178 & 9868112533)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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30.10.2018

1. The Plaintiff and the Defendant No.1 have settled their disputes. The Defendant No.1 was the owner of the property bearing No.D-146, Defence Colony, New Delhi-110024. The Defendant Nos.2 to 4 are the builders, who have not put in their appearance in the matter. Hence, they are proceeded *ex-parte*. The Settlement Agreement dated 25th October, 2018 has been placed on record by the mediation centre. The terms of the Settlement are contained in clauses 1 to 7 of the agreement. In terms thereof, the Plaintiff has undertaken to pay a sum of Rs.25 Lakhs to the Defendant No.1 at the time of execution of sale deed in favour of the Plaintiff by the Defendant No.1. Manner of payment and the persons to whom the said payment is to be made are contained in clause 3 of the

agreement.

2. The Settlement Agreement has been perused by the Court. Terms of the settlement are lawful and there is no impediment in recording the same. Agreement has been signed by the parties, their counsels as also by learned Mediator. Lt. Col. Karan Vir Sharma and Mr. Suvir Sharma, LRs of Defendant No.1 are present in Court and confirm that the disputes with the Plaintiff have been settled.

3. The date for execution of the sale deed shall be duly agreed upon by the parties and needful be done within seven working days from today. At the time of execution of sale deed, the payment shall be made to the Defendant No.1. Insofar as the Defendant Nos.2 to 4 are concerned, the Plaintiff does not press any claim against the said Defendants. The settlement terms shall be binding upon the parties. The suit is decreed as settled in terms of the Settlement Agreement dated 25th October, 2018. Decree sheet be drawn up.

4. The Court fee is directed to be refunded in terms of Section 16A of the Court Fee Act.

5. The suit is disposed of. All pending I.As also stand disposed of.

PRATHIBA M. SINGH, J.

OCTOBER 30, 2018/dk