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

+ CS(OS) 237/2017 & I.A.6431/2017, 15300/2017, 668/2018,
11975/018 & 11976/2018

20 SANJIV GUPTA AND ANOTHER Plaintiffs

Through: Mr. Sanjiv Bahl, Mr. Udit Gupta, Mr.
Apoorva Bahl, Mr. Eklavya Bahl and
Mr. P. Agarwal, Advs.

versus

SHARAD GUPTA Defendant

Through: Mr.Rahul Malhotra, Advocate

+ CS(OS) 432/2018 & I.A.11956/2018

21 MR. SHARAD GUPTA & ORS. Plaintiffs

Through: Mr.Rahul Malhotra, Advocate

versus

DR. SANJIV GUPTA & ORS. Defendants

Through: Mr. Sanjiv Bahl, Mr. Udit Gupta, Mr.
Apoorva Bahl, Mr. Eklavya Bahl and
Mr. P. Agarwal, Advs.

CORAM:

HON'BLE MR. JUSTICE J.R. MIDHA

ORDER
26.09.2018

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1. The parties have amicably resolved their disputes through mediation. The terms of the settlement are recorded in settlement agreement dated 25th September, 2018 which is signed by all the parties before the learned mediator. The settlement agreement is marked as Ex.C1. Both the parties shall remain bound by the terms of the settlement agreement dated 25th September, 2018.

2. The settlement between the parties is lawful and is recorded and

following orders are passed in terms of the settlement:-

CS(OS) 237/2017

- (i) CS(OS) 237/2017 is decreed for the relief of possession in terms of clause 12 (xvii).
- (ii) The undertaking of the defendant and his family members to handover the vacant and peaceful possession of the suit property to the plaintiff on or before 31st March, 2019 is accepted.
- (iii) The prayer for mesne profits in CS(OS) 237/2017 is dismissed as not pressed.

CS(OS) 432/2018

- (iv) CS(OS) 432/2018 dismissed as withdrawn in terms of clause 12 (xvi) of Ex.C1.
- (v) I.A. No.11956/2018 in CS(OS) 432/2018 is allowed in respect of properties not covered by the memorandum of family settlement dated 07th June, 2013 registered on 13th June, 2013.
- (vi) The prayer for rendition of accounts in CS(OS) 432/2018 with respect to movable estate of the parents is disposed of in terms of the settlement.

3. Learned counsel for the plaintiffs in both the suits pray for refund of the Court fees under Section 16 of the Court Fees Act. Since the suits have been resolved through mediation, the registry is directed to issue a necessary certificate to both the plaintiffs for the refund of the Court fees under Section 16 of Court Fees Act.

4. Learned counsel for the plaintiff in CS(OS) 237/2017 submits that the parties shall approach the concerned banks for release of the amount to the beneficiaries in terms of clause 12 (ii), (iii) and (viii) of the settlement agreement. The concerned banks shall permit the parties to act in terms of clause 12 (ii), (iii) and (viii) of Ex.C1.

5. Learned counsel for the plaintiffs in CS(OS) 237/2017 further submits that the parties shall jointly operate the lockers in ICICI Bank, Janpath Branch and Standard Chartered Bank, New Friends Colony Branch in terms of clause 12 (x) of the settlement agreement and they shall surrender the lockers permanently after dividing contents of the two lockers in equal shares. The concerned banks shall permit the parties to jointly operate the lockers in terms of clause 12 (x) of Ex.C1.
6. Pending applications disposed of.
7. Copy of this order be given *dasti* to counsels for the parties under signatures of the Court Master.

J.R. MIDHA, J.

SEPTEMBER 26, 2018

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