

\$~11

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

+ **CS(OS) 260/2017**

RAVINDRA NANGIA Plaintiff

Through: Mr. Mohit Chaudhary, Advocate.

versus

DHINGRA PROJECTS PVT. LTD. AND ORS Defendants

Through: Advocate (*appearance not given*).

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

%

09.01.2018

I.A. 325/2018 (under Order 39 Rule 4 CPC, moved by plaintiff and defendant nos. 1, 2 and 3) and CS(OS) 260/2017

1. At request, this application is treated as an application under Order 23 Rule 3 CPC, inasmuch as, it is predicated on a written settlement agreement entered into between the parties on 18.12.2017. As per the settlement agreement dated 18.12.2017 the plaintiff is entitled to recover a particular amount from the defendant nos. 1 to 3 in the suit, and on receipt of such amount claim of the plaintiff in the suit shall stand satisfied. The settlement agreement dated 18.12.2017 being an agreement in writing signed by the parties satisfies the requirement of Order 23 Rule 3 CPC.

2. Accordingly, this suit is disposed of by passing a decree in terms of the settlement agreement dated 18.12.2017.

CS(OS) 260/2017

page 1 of 2

3. It is clarified that as against the defendant nos. 4 to 6 the suit would stand withdrawn as against them.
4. Let a decree be drawn by the Registry in terms of the settlement agreement dated 18.12.2017, and in case the plaintiff does not receives the amount under the compromise then plaintiff is always entitled to execute the decree in accordance with law.
5. In view of the fact that the suit is compromised before commencement of evidence, plaintiff is entitled to refund of 50% of the court fees as per Section 16-A of the Court-fees Act,1870 (as applicable to Delhi) and certificate of 50% of the refund of the court fee be issued in favour of the plaintiff by the Registry of this Court.

VALMIKI J. MEHTA, J

JANUARY 09, 2018

JK