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

+ **CS(OS) 8/2016**

KIRTI REHAN GUPTA & ANR

.... Plaintiffs

Through: Mr. Shiv Bhatt and Ms. Kumkum
Bhatt, Advs.

Versus

PUNEET GUPTA & ORS

..... Defendants

Through: Mr. Samrat Nigam and Mr. Rohit
Singh, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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20.02.2018

IA No.2245/2018 (of parties u/O XXIII R-3 of CPC)

1. The counsel for both the plaintiffs and the counsel for all the five defendants support the application and state that all the disputes and differences, subject matter of the present suit, have been settled on the terms contained in the Settlement Deed annexed to the application and further state that the application is signed by all the parties and supported by their affidavits.

2. I have perused the Settlement Deed and find the terms thereof to be lawful, save for Clause 8 thereof which provides for revival of all the cases, in the event of default by the defendants.

3. I have enquired from the counsel, as to how revival of the cases can be permitted.

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4. The counsel for the parties state that a decree in terms of the compromise be passed and the said decree be made executable.
5. Subject to the aforesaid, the compromise arrived at between the parties is found to be lawful and is allowed.
6. The application is disposed of.

CS(OS) 8/2016 & IA No.4413/2017 (u/O XII R-6 CPC)

7. A decree is accordingly passed in terms of IA No.2245/2018 aforesaid and today's order, both of which to form part of the decree sheet, leaving the parties to bear their own costs.
8. Decree sheet be drawn up.
9. A certificate entitling the plaintiffs to get refund of 50% of the court fees paid on the plaint be issued and handed over to the counsel for the plaintiffs.
10. It is further clarified that this order/decreed will not come in the way of requisite stamp duty, if any being computed and claimed.

RAJIV SAHAI ENDLAW, J.

FEBRUARY 20, 2018

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