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

+ **CS(OS) 611/2018**

SHASHI GUPTA & ORS.

..... Plaintiffs

Through: Mr. Dinesh Garg and Ms. Rachna
Agrawal, Advocates.

versus

ADITI GUPTA

.....Defendant

Through: Ms. Vandana Bhatnagar, Advocate.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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18.03.2019

I.A. 4019/2019 (Joint application on behalf of the parties under Order

23 Rule 3 & 3A r/w Section 151)

1. The present suit has been filed for for declaration and permanent injunction.
2. Learned counsels for the parties submit that they have amicably settled all the disputes as per the terms contained in para 5 of the present application. The same reads as under:

"(a). The Relinquishment Deed dated 28.10.2005 executed by Shri NitinGupta, Deepti Gupta and Neeti Gupta in favour of their mother Smt.Shashi Gupta is legal, valid, subsisting, binding and enforceable and thesame has not been revoked or superseded by any document.

(b).Smt Shashi Gupta is entitled to transfer of membership of Lok SewakCo- operative House Building Society Limited in her favour based on the said duly registered Relinquishment Deed dated 28.10.2005 andotherwise and shall also be entitled to obtain the conversion of the saidproperty from leasehold to freehold in her favour and also to

obtain the Conveyance Deed in her favour.
(c). the second Relinquishment Deed dated November, 2011 was neither ever acted upon nor shall be acted upon by either of the party and the same shall be deemed to be null and void and shall stand annulled.
(d). the parties shall bear their own costs of litigation."

3. The said application dated 21st February 2019, is signed by both the parties as well as their counsels who are present in the Court today. The application is also supported by the affidavit of both the parties. The terms of settlement have been perused and the same are lawful. The application is marked as Ex- C-1.

4. The parties also jointly request that the terms of the settlement be also made a part of the decree and the decree be passed in terms of the settlement so recorded. Accordingly, the Suit is decreed as per the compromise terms as contained in Ex. C-1. Let Decree sheet be drawn up.

5. The parties shall be bound by the terms and conditions set out in Ex. C-1.

6. Learned counsel for the Plaintiff also seeks refund of the Court Fees under Section 16A of the Court Fees Act. Since the matter has been resolved through out of court settlement, the registry is directed to issue a certificate to the Plaintiff for refund of the Court Fees under Section 16A of the Court Fees Act.

SANJEEV NARULA, J

MARCH 18, 2019

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