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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 225/2005**

BHARAT BHUSHAN PAHWA Plaintiff

Through: Mr.Dhanesh Relan, Ms.Komal
Sorout, Ms.Kajri Gupta and
Ms.Shweta, Advs.

versus

METAL FORGINGS PVT. LTD.AND ANR. Defendants

Through: Mr.Kamal Mehta, Adv. for both the
Defendants

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

% **02.03.2020**

IA 2917/2020

1. This is an application filed by the plaintiff under Order XXIII Rule 1 for withdrawal of the suit. The application is signed by Ms.Sushma Pahwa, Mr.Sachin Pahwa, Ms.Akash Pahwa and Ms.Saanya Pahwa who, I have been informed by Mr.Dhanesh Relan, learned counsel appearing for the plaintiff, are the legal heirs of Bharat Bhushan Pahwa. Mr.Relan has also drawn my attention to the amended memo of parties at page 187 of the paper-book. He has also drawn my attention to para 2 of the application, which reads as under:

“That during the pendency of the present suit the parties has amicably settled all the disputes between them pertaining to the suit property and the plaintiff shall have no right, claim whatsoever of any nature against the Second party in respect to the suit property bearing No 1/1, WHS, Kirti Nagar, New Delhi and a Memorandum of Understanding has been executed between the parties. The same is being filed along with the present application, contents whereof are not being repeated herein for the sake of brevity.”

2. The MoU dated February 27, 2020 has been annexed to the application at page 15. Mr.Kamal Mehta, Advocate who appears for both the defendants, also acknowledges the fact that the parties have settled their inter-se disputes in terms of MoU dated February 27, 2020. He also states that four(4) demand drafts, as referred to in para 1 of the MoU dated February 27, 2020, for ₹1,48,75,000/- each, totalling to ₹4,75,00,000/-, i.e. rupees four crores seventy five lacs only (not ₹4,75,00,0000/-) are being given to Mr.Relan, learned counsel for the plaintiff. Mr.Relan acknowledges the four(4) demand drafts for the aforesaid amounts. Learned counsel for the parties also state that the LR's of plaintiff have been withdrawing the interest amount from time to time.

3. Mr.Relan and Mr.Mehta have also drawn my attention to para 2 of the MoU to state that the amount of ₹1,85,00,000/- (1 Crore 85 lacs) which has been deposited pursuant to the order dated February 23, 2005, along with the accrued interest, if any, as of today be released in equal proportions in favour of the four legal heirs, named above, of Bharat Bhushan Pahwa. It is ordered accordingly. The amount shall be released after following formalities and due verification.

4. Learned counsel for the parties also state that the parties shall be bound by the terms of the MoU dated February 27, 2020. Their statement is taken on record.

5. The suit is disposed of in view of the MoU dated February 27, 2020. The application is disposed of.

Dasti.

V. KAMESWAR RAO, J

MARCH 02, 2020/bh