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

\+ CS(OS) 610/2018 & IAs No.12752/2019 (u/O XII R-6 CPC) & 12878/2019 (of defendant u/O VIII R-1A(3) CPC)

SARABJIT SINGH CHADHA ..... Plaintiff

Through: Mr. I.S. Alag, Sr. Adv. with Mr. Sumit Gehlawat and Mr. Abhishek Bhardwaj, Advs.

Versus

DINESH SEHGAL ..... Defendant

Through: Mr. Aditya Wadhwa and Mr. Ayush Shrivastava, Advs.

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **13.02.2020**

1. The plaintiff and the defendant in this suit for recovery of money, since after 16th September, 2019 when arguments were partly heard and since 17th September, 2019, when the statement on oath of the defendant was recorded, have been seeking time to settle the matter.

2. The counsel for the plaintiff and the counsel for the defendant today state that a settlement has been arrived at and the counsel for the defendant states that the defendant is also personally present in the Court.

3. It has been agreed that the defendant, in full and final settlement of the claim of the plaintiff, shall deliver to the plaintiff 15 Kg of 24 carat gold metal, in 10 quarterly instalments of equal quantity, with the first instalment being delivered on or before 30th June, 2020.

4. I have enquired from the counsels, the form of the decree sought and

the consequence of the default, if any by the defendant in delivery of any of the instalments of gold metal.

5. The counsels state that if there is any default, the plaintiff shall be entitled to recover from the defendant the value as on that date of the balance gold due, with the entire remaining quantity of gold being valued on the date of default and a decree for recovery of the said money shall be executed against the defendant, with interest thereon from the date of default and till date of recovery @ 10% per annum.

6. A decree is accordingly passed, in favour of the plaintiff and against the defendant, (i) of delivery by the defendant to the plaintiff of 15 Kg of 24 carat gold in 10 quarterly instalments commencing from 30th June, 2020 and the next instalment being due on 30th September, 2020 and executable in the event of default as a money decree for the value as on the date of default, of the entire remaining gold together with interest @ 10% per annum from the date of default till the date of realisation.

7. The plaintiff through counsel also undertakes that the plaintiff will not precipitate action in FIR No.0085/2018 of Economic Offence Wing, Delhi Police and the complaint under Section 138 of the Negotiable Instruments Act, 1881 against the defendant and shall, after delivery of three instalments of gold, take steps for having the said FIR as well as the complaint under Section 138 of the Negotiable Instruments Act quashed/withdrawn.

8. The parties are left to bear their own costs.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

FEBRUARY 13, 2020/'bs'..