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

% Judgment delivered on: 12th April, 2022

+ CS(OS) 191/2022 & I.A. 5190/2022

KAMALESH AGARWAL Plaintiff

versus

MS. ANUPAM GARG & ORS. Defendants

Advocates who appeared in this case:

For the Petitioner : Ms. Ramya Verma, Advocate

For the Respondents : Mr. Sanjay Bansal, Advocate (through VC)

CORAM:-

HON'BLE MR. JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J

1. Plaintiff has filed the subject suit seeking specific performance of agreement to sell dated 05.12.2019 between the plaintiff and defendant no. 1.

2. Noticing the contentions of the parties on 04.04.2020, it appeared that there was a possibility of resolution of the disputes, accordingly, the parties were referred to mediation.

3. Parties have settled their disputes through the process of



mediation and settlement agreement dated 06.04.2022 has been executed between the plaintiff and defendant no. 1.

4. I have perused the terms of settlement and find the same to be lawful.

5. Learned counsels for the parties under instructions from the parties confirm the settlement agreement dated 06.04.2022 and undertake that they shall perform their respective obligations undertaken in the said agreement. The undertaking is also accepted.

6. Settlement agreement is Exhibited and marked Exhibit C-1. The Suit is accordingly decreed in terms of the settlement agreement (Exhibit C-1) which shall form part of the decree.

7. Decree sheet be prepared accordingly.

8. Since the disputes have been settled through the process of mediation on a reference by the Court, the court fee paid on the plaint is directed to be refunded to the plaintiff in accordance with law.

SANJEEV SACHDEVA, J

APRIL 12, 2022
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