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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 70/2022 & I.A. No. 9579/2022, 21441/2022, 16629/2023
G. G. CONSTRUCTIONS PVT. LTD.Plaintiff
Through: Mr. Lalitaksh Joshi and Ms. Ananya Sarogi, Advocates

versus

BIKRAMJIT SINGH & ORS.Defendants
Through: Ms. Indira Unninar, Advocate
(Through VC)

CORAM:
HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER
% **18.12.2024**

I.A. 48846/2024 (Under Order XXIII Rule 3 CPC)

1. This is a joint application filed by the parties under Order XXIII Rule 3 of Code of Civil Procedure, 1908 ('CPC') for decreeing the suit in terms of the compromise executed between the parties under the settlement agreement dated 12.09.2024 executed before the Delhi High Court Mediation and Conciliation Centre.
2. Learned counsel for the defendant states that in terms of the Clause 1 of the settlement agreement, the defendants have handed over four demand drafts for a sum of Rs. 2 crores to the plaintiff's counsel on 11.12.2024. She states that details of the demand drafts are set out in paragraph '3' of the application.
 - 2.1 She states that with the handing over the said demand drafts, the defendants have become entitled to receive rentals as per Clause 2 and Clause 5 of the Settlement Agreement w.e.f. 11.12.2024.
3. Learned counsel for the plaintiff states that plaintiff has executed the



‘No Objection Certificate’ (‘NOC’) annexed as Annexure G to this agreement and the original is in the custody of the counsel, which shall be handed over to the counsel for the defendant on or before 19.12.2024 at a place mutually convenient to the parties.

3.1 He states that plaintiff undertakes to exchange the security amount as recorded in clause 2 of the settlement agreement on or before 15.01.2025.

4. In view of the aforesaid settlement arrived between the parties, the parties agree that ATS dated 15.07.2008 stands cancelled.

5. This Court has perused the terms of the settlement agreement and this Court is satisfied that the same are lawful. The statements and undertakings of the counsels made on behalf of the parties are taken on record.

6. Accordingly, the suit is decreed in terms of the settlement agreement dated 12.09.2024. The Registry is directed to draw up a decree in terms thereof.

7. Pending applications stand disposed of, interim orders, if any, stands vacated.

8. All future dates stand cancelled.

9. Learned counsel for the plaintiff makes an oral prayer for refund of Court fee in view of the settlement arrived between the parties at Mediation.

10. Accordingly, in terms of Section 16 of the Court Fees act, 1870, the Registry is directed to refund 100% Court fee in accordance with the rules in favour of plaintiff within four (4) weeks.

MANMEET PRITAM SINGH ARORA, J
DECEMBER 18, 2024/rhc/AKT