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

+ **CS(OS) 199/2022**

MRS. VEENA JAIN & ORS.Plaintiff

Through: **Mr. Vijay Kumar, Advocate Plaintiffs
along with Plaintiff No. 3**

versus

MR. PRAVEEN JAINDefendant

Through: **Mr. S.K. Vasisht with Mr. Divij
Upadhyay, Advocates
Mr. Angad Singh, Advocate for
HDFC Bank, Defence Colony**

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Date of Decision: 15th July, 2024

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

J U D G M E N T(ORAL)

HDFC Bank

1. Learned counsel for HDFC Bank states that in terms of the directions issued *vide* order dated 16.02.2024, the HDFC Bank has provided the details in the suit sought by the plaintiff in I.A. No. 5030/2023. He states that in view of the aforesaid compliance, the HDFC Bank be discharged from further appearance.
2. Learned counsel for the plaintiffs states that he has no objection to the said request of the HDFC Bank and in fact by a separate I.A. No. 33188/2024, the suit has itself been settled between the plaintiffs and the defendant.
3. In view of the aforesaid compliance and submission of the learned counsel for the plaintiff, the HDFC Bank is hereby discharged.

I.A. No. 33188/2024 (under Order XXIII Rule 3 CPC seeking



permission to withdraw the suit and give effect to memorandum of oral family settlement dated 28.06.2024)

4. This is an application filed by the parties under Order XXIII Rule 3 Code of Civil Procedure, 1908 ('CPC') stating that during the pendency of the proceedings, the parties have arrived at an out of Court settlement in terms of the Memorandum of Settlement dated 28.06.2024 ('Settlement') annexed with the said application.

5. Learned counsel for the plaintiffs states that the terms of the Settlement have been substantially implemented between the parties inasmuch as the plaintiffs have complied with their obligation under Clause 3 of the said Settlement.

5.1 He states that the plaintiffs have already executed a relinquishment deed in favour of the defendant, which has been registered on 05.07.2024. He states that the plaintiff has also issued No Objection Certificates ('NOCs') and affidavits in favour of defendant as contemplated therein to enable him to receive the amounts standing in the bank accounts enlisted at Clause 3(c). He states that the plaintiff has also issued No Objection Certificates ('NOCs') and affidavits in favour of defendant for the purposes of the property at Patparganj as per Clause 3(b). He states that the plaintiffs remain bound to execute any further document(s) required by defendant for implementation of the terms of the Settlement.

6. Learned counsel for the defendant states that the defendant as well has complied with his obligation and withdrawn the suit for possession filed by his wife Mrs. Vineeta Jain in Rohini District Court.

6.1 He further states that the defendant has today handed over demand drafts for a total amount of Rs. 1,30,00,000/- as agreed at Clause 2 of the



Settlement. The three (3) demand drafts' details are reproduced hereinbelow:

- i. Rs. 43,33,333/- dated 09.07.2024 of the IDFC First Bank Limited bearing DD No. 024335
- ii. Rs. 43,33,333/- dated 09.07.2024 of the IDFC First Bank Limited bearing DD No. 024336
- iii. Rs. 43,33,334/- dated 09.07.2024 of the IDFC First Bank Limited bearing DD No. 024337

Learned counsel for the plaintiffs confirms the receipt thereof.

7. Learned counsel for the plaintiffs states that the plaintiffs will cooperate with the defendant and withdraw the two (2) criminal complaints and the two (2) criminal revisions, details whereof are given in the recitals of the Settlement expeditiously, preferably on or before the date already fixed in these proceedings.

8. The parties pray that the present suit be decreed as settled in terms of the memorandum of settlement. The parties state that the entire claim of the plaintiffs in the suit stands satisfied with the aforesaid Settlement.

9. This Court has perused the Memorandum of Settlement dated 28.06.2024 which as noted above has been substantially acted upon by the parties. In view of the fact that the parties confirm that they have arrived at a settlement of their own free will and volition and without any undue influence or coercion from any quarters, there appears no legal impediment in accepting the settlement. The terms of the Settlement have been perused and this Court is satisfied that the same is lawful.

10. Accordingly, the application is allowed and the suit is decreed in terms of the Memorandum of Settlement dated 28.06.2024 attached with the



application. The parties shall remain bound by the terms and conditions of the settlement. The undertaking of the plaintiffs that they shall cooperate with the defendants for implementation of the terms of the settlement is hereby taken on record and they are bound down to the said undertaking.

11. Pending applications are disposed of, while leaving the parties to bear their own costs. The interim orders, if any, stand vacated.

12. Learned counsel for the plaintiffs prays that in view of the Settlement arrived between the parties and considering the fact that the suit is at the initial stage of completion of pleadings, the Court fees of amount of Rs. 18,100/- be returned to the plaintiffs in the name of plaintiff no. 1.

12.1 In view of the judgment of the Supreme Court in *High Court of Madras v. M.C. Subramaniam*¹, the prayer of the plaintiff is hereby allowed and the registry is directed to issue a certificate of refund of Court fees amount of Rs. 18,100/- in the name of plaintiff no. 1-Mrs. Veena Jain within four (4) weeks.

13. The date of 08.10.2024 before the Joint Registrar (Judicial) stands cancelled.

14. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

JULY 15, 2024/msh/sk

¹ (2021) 3 SCC 560.