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

+ **CS(OS) 271/2022**

INDU DUGGAL & ORS.

.....Plaintiffs

Through: Mr. Mahir Malhotra, Ms. Smriti Papreja, Mr. Devender Kumar, Ms. Prerna Chaubey, Advs. for P-1, 2 and 3(Through VC) and P-4 in person

versus

KAILASH DUGGAL & ORS.

.....Defendant

Through: Mr. Mohd. Ali, Mr. Hakim Khan and Mr. Chhatresh Kumar Sahu, Advs. for D-1 to 4 (Mobile No. 8586094428).
Mr. Ashutosh Kaushik, Adv. for D-5.
Ms. Sakshi Popli, Standing Counsel for D-6/MCD
Mr. Anupam Srivastava, ASC, GNCTD alongwith Mr. Deepak Jain & Mr. Dhairya Gupta, Advs. for D-7.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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15.07.2024

I.A. 33187/2024(Joint application under Section 89 (2) (d) CPC read with Section 151 CPC on behalf of the plaintiffs and defendants no. 1 – 4)

1. This is a joint application filed by the parties under Section 89 (2) of the Code of Civil Procedure, 1908 (CPC) seeking permission to place on record the Settlement Agreement dated 06.07.2024 ('Settlement') executed between the parties before the Delhi High Court Mediation and Conciliation



Centre and praying for the disposal of the suit in terms of the Settlement.

2. Learned counsel for the plaintiffs states that in terms of the Settlement, the plaintiffs herein are entitled to receive a sum of Rs. 52 lakhs as recorded in Clauses 4, 5 and 6 of the Settlement. She states that the entire amount of Rs. 52 lakhs in terms of the said Clauses has been received by the plaintiffs.

2.1 Learned counsel states that plaintiffs have cooperated with the defendants for quashing of the FIR No. 338/2024 PS Mukherjee Nagar, which was listed before the coordinate Bench earlier today.

2.2 Learned counsel states that plaintiffs have executed the relinquishment deed with respect to Outram Lane property in favour of the defendants as stipulated in Clause 7 of the Settlement, though the registration is pending. Learned counsel states that plaintiffs undertake to remain present before the concerned Sub-Registrar for admitting the execution of the relinquishment deed to facilitate its registration.

2.3 Learned counsel further states that in this manner, the plaintiffs have performed all their obligations under the Settlement and have received the entire payment agreed between the parties. She states that therefore, plaintiffs are left with no right, title or interest in the suit property and accordingly, the suit can be disposed of in terms of the Settlement.

2.4 Learned counsel states that all the claims of the plaintiffs in the present suit have been satisfied with the execution of the said Settlement.

3. Learned counsel for the defendants confirm the aforesaid submissions of the plaintiffs. He states that relinquishment deed executed by the plaintiffs has been submitted to the concerned Sub-Registrar for registration and appointment has been fixed before the office of concerned Sub-



Registrar on 29.07.2024.

3.1 Learned counsel further states that the defendants have undertaken to withdraw TEST. CAS. No. 21/2004 and TEST.CAS. No. 36/2024 under the terms of the present Settlement as the same are listed before the Court on 31.07.2024.

4. In view of the fact that the parties have executed the settlement agreement and substantially implemented the same as well as the fact that the said agreement has been executed by the parties out of their own freewill without any coercion or pressure, this Court finds no legal impediment in disposing of the suit in terms of said Settlement dated 06.07.2024. After perusing the terms of the Settlement, Court is satisfied that the terms of the Settlement between the parties are lawful.

5. The application is accordingly, allowed.

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6. The suit is decreed in accordance with the Settlement dated 06.07.2024 and the said Settlement shall form part of the decree. Pending applications, if any, stand disposed of.

7. The next date of hearing stands cancelled. Interim order dated 13.05.2022 stands vacated.

MANMEET PRITAM SINGH ARORA, J

JULY 15, 2024/hp/sk