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

+ **CS(OS) 384/2024 & I.A. 10731/2024**

MOHD. SAEED

.....Plaintiff

Through: **Ms. Reeya Singh, Advocate**

versus

ARSHAD AYYUB

.....Defendant

Through: **Mr. Rander Mohd. Asif and Mr.
Mateen Ahmad, Advocates**

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

11.09.2024

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1. The present suit had been filed by the plaintiff praying for decree of declaration declaring that GPA dated 29.06.2022 executed by the plaintiff in favour of the defendant stands revoked/cancelled and is non-existent.
2. Further relief of decree of possession as well as decree of mandatory injunction and permanent injunction had also been prayed. In short, the controversy was with regard to the sale of the suit property which was sold by the plaintiff for a total sale consideration of Rs. 4 crores.
3. It is the pleaded case of the plaintiff that the plaintiff has already received a sum of Rs. 3,60,00,000/- out of the total agreed sale consideration of Rs. 4 crores, only an amount of Rs. 40 lakhs remains to be paid by the defendant.
4. During the pendency of the proceedings, the parties were referred to mediation under the aegis of Delhi High Court Mediation & Cancellation Centre, where the parties arrived at a settlement, terms whereof were



reduced in writing in the form of settlement agreement dated 25.07.2024. A copy of the said settlement has been received from the Mediation Centre (*Samadhan*), which is on record.

5. A reading of aforesaid settlement shows that it has been settled between the parties that the defendant will pay a balance amount of Rs. 20 lakhs in full and final settlement of all claims of the plaintiff and both the parties will pray before the Court to decree the suit in terms of the said settlement.

6. Learned counsel appearing on behalf of the defendant submit that the agreed settlement amount of Rs. 20 lakhs has already been paid by the defendant to the plaintiff, the receipt of which has been acknowledged by the plaintiff, who is present in person in Court.

7. The terms of settlement are in writing which has been signed by the plaintiff and defendant, as well as, by their respective counsel. The settlement also bears the signatures of the learned Mediator.

8. I have gone through the settlement, the same appears to be lawful. Therefore, there is no impediment in disposing of the suit in terms of the settlement.

9. In view of the above, the suit is disposed of in terms of the settlement dated 25.07.2024, which shall form part of this order. All pending applications, if any, are also disposed of.

8. At this stage, learned counsel appearing for the plaintiff prays for refund of the court fee.

9. Having regard to the fact that the suit has been disposed of in terms of the settlement arrived at between the parties before mediation, which is one of the modes of settlement of dispute referred to in Section 89 of the Code of



Civil Procedure, 1908, therefore, the plaintiff is entitled to the refund of full amount of court fee paid, in terms of Section 16 of the Court Fees Act, 1870.

10. Accordingly, Registry is directed to issue a certificate for refund of entire court fee affixed on the plaint.

VIKAS MAHAJAN, J

SEPTEMBER 11, 2024
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