



\$~40

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

+ **CS(OS) 390/2024**

SONAM GOYAL

..... Plaintiff

Through: Mr. Lalit Gupta with Mr. P. Jain, Mr.
Anmer Ghai, Advocates.
P-1 *via* video-conferencing.

versus

BRIJ BHUSHAN GUPTA & ORS.

..... Defendants

Through: Mr. Suyash Sinha, Advocate.
D-1 *via* video-conferencing.
D-2 to 6 in-person.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

21.05.2024

%

I.A. 29579/2024

By way of the present application filed under Order XXXII Rule 7 read with section 151 of the Code of Civil Procedure 1908 ('CPC'), defendant No.3/Ms. Ashima Gupta seeks leave to enter into a compromise on behalf of her minor son defendant No. 4/Master Shivay Gupta.

2. Issue notice
3. Mr. Lalit Gupta, learned counsel appears on behalf of plaintiff on advance copy; accepts notice; and does not oppose the prayer made in the application.
4. Defendants Nos. 3 and 4 are present in court.
5. In view of the above, the application is allowed.



6. Defendant No.3 is permitted to enter into a compromise on behalf of her minor son/defendant No.4.
7. Furthermore, as prayed-for in the application, and since the compromise between the parties also involves execution and registration of a sale deed on behalf of defendant No.4, defendant No.3 is also permitted to sign a sale deed or any other similar document on behalf of her minor son, and to present it for registration at the office of the concerned Sub-Registrar of Assurances, Pitampura, Delhi, in respect of the undivided 5% share of the minor in the suit property bearing No. B-49 situate in the Delhi State Government Employee's Cooperative House Building Society Limited, Delhi; presently known as C.C. Colony, opposite Rana Pratap Bagh, Delhi; and to receive any consideration toward transfer of that share.
8. Application stands disposed-of in the above terms.

I.A. 29580/2024

9. By way of the present application filed under Order XXIII Rule 3 read with section 151 CPC, the plaintiff seeks disposal of the suit in terms of a compromise arrived-at between the parties as set-out in para 3 of the application.
10. The compromise relates to property bearing No. B-49 situate in the Delhi State Government Employee's Cooperative House Building Society Limited, Delhi, presently known as C.C. Colony, opposite Rana Pratap Bagh, Delhi, which is the subject matter of Agreement to Sell and Purchase dated 06.05.2024 signed between the parties.



11. Under the terms of the settlement/compromise, the defendants have undertaken to execute and get registered the requisite sale deed in respect of the suit property in favour of the plaintiff, upon receipt of the balance sale consideration as detailed in para 3 of the application.
12. The plaintiff and defendant No.1 have joined the hearing *via* video-conferencing. Defendants Nos. 2 to 6 are present in court. Counsel for the parties have identified their respective clients.
13. For clarity, it is recorded that the defendants have agreed to sell the suit property to the plaintiff for a total sale consideration of Rs.2,55,00,000/-, of which they have received part sale-consideration of Rs.1,26,22,500/-; and the balance sale consideration of Rs.1,26,22,500/- has been agreed to be paid by the plaintiff directly to M/s Cholamandalam Investment and Finance Company Limited, towards discharge of certain dues owed by the defendants.
14. Upon a perusal of the terms of the settlement, this court is satisfied that the parties have resolved their *inter-se* disputes by way of a lawful agreement.
15. Accordingly, the application is allowed.
16. The suit is decreed in terms of the settlement as contained in the present application bearing I.A. No. 29580/2024, which terms shall form part of the decree.
17. The application stands disposed-of.

CS(OS) 390/2024

18. Mr. Suyash Sinha, learned counsel appearing for the defendants points-out, that the appearance of counsel recorded in order dated 13.05.2024 is erroneous, inasmuch as only his associate Mr. Syed Mohd. Shoaib,



Advocate, had appeared on that date and other counsel whose names have been recorded as part of the appearance had not been engaged in the matter.

19. It is clarified that the appearance in order dated 13.05.2024 be read accordingly.
20. At this stage, Mr. Gupta cites the view taken by a Co-ordinate Bench of this court *vide* order dated 02.06.2022 made in CS(OS) No. 331/2022, submitting that in-line with that view, the plaintiff be exempted from paying court-fee, since the suit has been settled in less than a week of being filed.
21. The record bears-out the submission.
22. In addition to the order referred to above, this court also notices the observations of the Supreme Court in ***High Court of Judicature at Madras, Represented by its Registrar General vs. M.C. Subramaniam & Ors.***,¹ as followed by this court in ***Western Infrabuild Products LLP vs. Western Steel India & Ors.***,² where the plaintiff was held entitled to refund of the entire court-fee since the suit had been settled at early stages of the litigation by way of an out-of-court settlement. Since court-fee is yet to be paid in the present suit, the plaintiff is granted exemption from payment of court-fee.
23. The suit is disposed-of in terms of the settlement as aforesaid.
24. The Registry is directed to draw-up a decree-sheet accordingly.

¹ (2021) 3 SCC 560

² 2022 (89) PTC 407 (Del)



25. Pending applications, if any, also stand disposed-of

MAY 21, 2024/ds

ANUP JAIRAM BHAMBHANI, J