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

+ **CS(OS) 440/2021 & I.A. 11980/2021, I.A. 18908/2022**

**UTTAM SINGH**

.....Plaintiff

Through: Mr Vikas Sood, Mr Harsh Vikram  
Trivedi, Mr Varun Sharma and Mr  
Saksham Bawa, Advocates.

versus

**KAMLA DEVI AND ORS**

.....Defendants

Through: Mr Varun Sarin and Ms Parul Dutta,  
Advocates for D-1 & D-2 along with  
D-1 & D-2.  
Mr Prakhyat Gargasya, Advocate for  
Mr Divyam Nandrajog, Panel  
Counsel, GNCTD for D-3.

**CORAM:**

**HON'BLE MR. JUSTICE VIKAS MAHAJAN**

**ORDER**

**06.11.2024**

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1. The present suit has been filed by the plaintiff praying for specific performance, mandatory injunction and permanent prohibitory injunction in respect of the suit property bearing Plot No.4, area measuring 300 sq. yards, revenue estate Village Mitraon, Abadi known as Gopal Nagar, K-Block, Najafgarh, New Delhi-110043 (hereinafter referred to as 'the suit property').
2. During the pendency of the suit proceedings, the parties were referred to the mediation under the aegis of Delhi High Court Mediation and Conciliation Centre where they have arrived at a settlement, terms whereof have been reduced in writing in the form of Settlement Agreement dated 28.10.2024, a copy of which has been received from the aforesaid Mediation



Centre and is on record.

3. It has been agreed between the parties that the plaintiff shall pay full and final settlement amount of Rs.1,73,00,000/- (Rupees One Crore and Seventy Three Lakhs Only) to the defendant nos.1 and 2 in equal proportion as total sale consideration for the suit property.

4. An amount of Rs.23 lakhs has already been paid by the plaintiff to the defendants pursuant to the Agreement to Sell dated 13.06.2021. Further, an amount of Rs.70 lakhs was deposited by the plaintiff in this Court which has been converted into an FDR.

5. The parties have agreed that the FDR amount along with interest accrued thereon, which will be approximately Rs.7 lakhs, may be released to the defendants herein in equal proportion. It is further agreed that in case of any shortfall in the interest amount which is estimated at Rs.7 lakhs, the plaintiff shall make up the deficiency and pay the same to the defendants. In the event interest amount is surplus over the estimated interest amount of Rs.7 lakhs, the same will have to be released to the plaintiff.

6. The balance sale consideration of Rs.73 lakhs is payable by the plaintiff to the defendants in equal proportion on or before 01.03.2025.

7. I have perused the Settlement Agreement dated 28.10.2024, which has been signed by the plaintiff, as well as, both the defendants and their respective counsel. The settlement is signed by the learned Mediator as well. The terms of the Settlement are also lawful, therefore, there is no impediment in decreeing the suit in terms of the suit.

8. The plaintiff, who has joined through video conferencing and the defendant nos.1 and 2, who are present in Court personally, affirm the factum of settlement and undertake to abide by the terms of the settlement. The



statement is taken on record.

9. In view of the above, the suit is decreed in terms of the Settlement Agreement dated 28.10.2024, which shall form part of the decree. The parties shall remain bound by the terms of settlement.

10. The suit, as well as, pending applications, if any, stands disposed of.

11. In the event of non-compliance of any terms of the settlement by either of the parties, the aggrieved party shall be at liberty to approach the Court and get the present suit revived.

12. Since, the parties have arrived at a settlement and the suit has been decreed in terms thereof, the interim order granted by this Court *vide* order dated 16.09.2021 stands vacated.

13. At this stage, learned counsel for the plaintiff submits that the court fee affixed by the plaintiff on the plaint may be returned in view of the provisions of Section 16 of the Court Fees Act, 1870.

14. Considering the fact that the parties have arrived at settlement in the mediation, which is one of the mode of alternative dispute resolution prescribed under section 89 of the Code of Civil Procedure, this Court is of the view that the plaintiff is entitled to the refund of the full court fee in terms of Section 16 of the Court Fees Act, 1870.

15. Accordingly, the Registry is directed to issue a certificate to the plaintiff for refund of the full court fee to the plaintiff.

**VIKAS MAHAJAN, J**

**NOVEMBER 6, 2024**  
**MK**