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

+ **CS(OS) 607/2021**

M/S ROSHNI HOTELS PVT. LTDPlaintiff

Through: Mr Karan Suneja, Advocate.

versus

ASHISH KHANNA & ANR.Defendants

Through: Mr Arun Malik, Mr Arjun Malik, Ms
Aaroahi Malik and Mr Kharanshu Rana
and Mr Pranjal Jha, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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24.10.2024

**I.A. 43271/2024 (joint application filed by the parties under Order XXIII
Rule 3 CPC)**

1. The present application has been filed jointly by the plaintiff, as well as by the defendants praying for passing a compromise decree in terms of the Settlement Agreement dated 17.10.2024.
2. The present suit was filed by the plaintiff/tenant praying for a decree of permanent injunction , mandatory injunction and damages.
3. The learned counsel for the parties jointly submit that during the pendency of the present suit the parties have arrived at a settlement, terms whereof have been reduced in writing in the form of Settlement Agreement dated 17.10.2024, which has been filed along with the present application as document no.-I.



4. It is recorded in the settlement that possession of the suit property has been handed over by the plaintiff to the defendants and separate agreement for surrender of tenancy rights has also been entered into between the plaintiff and the defendant. This position is also affirmed by the learned counsel for the plaintiff.
5. The application is signed by the parties and their respective counsels and is also supported by the affidavits of plaintiff, as well as, the defendants.
6. I have perused the Settlement Agreement dated 17.10.2024, the same is lawful, therefore, there is no impediment in passing a decree in terms thereof. The parties shall remain bound by the terms of the settlement.
7. In view of the above, the suit is decreed in terms of the Settlement Agreement dated 17.10.2024, which shall form part of the decree.
8. Let decree sheet be drawn in the above terms.
9. The next date already fixed as 14.01.2025 before the learned Joint Registrar stands cancelled.
10. At this stage, learned counsel for the plaintiff submits that since the suit has been settled out of Court, the half amount of the court fee paid may be refunded to the plaintiff in terms of Section 16A of the Court Fees Act, 1870. The prayer is not opposed by the learned counsel for the defendant.
11. Learned counsel for the plaintiff also submits that the issue with regard to refund of full court fee when the parties arrive at settlement out of court, is pending consideration before the Hon'ble Division Bench of this Court.
12. In view of the above, the Registry is directed to issue a certificate to the plaintiff for refund of the half of the amount of the court fee affixed by the plaintiff on the plaint. However, the plaintiff is at liberty to pray for the refund of balance 50% in case the Hon'ble Division Bench of this Court holds



in favour of the refund of entire court fee in the event of settlement being arrived at out of Court.

OCTOBER 24, 2024
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VIKAS MAHAJAN, J