



\$~37

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 549/2024 & I.A. 33392/2024**
M/S R.S.S. ESTATE LLPPlaintiff

Through: Mr. Sunil Dalal, Sr. Adv. with Mr. Rajiv Singh, Mr. Tarjit Singh, Mr. Abhiraj Singh, Mr. Ajay Kohli, Mr. Sandeep Sharma, Ms. Dipika Prasad, Mr. Nikhil Beniwal, Mr. Navish Bhati, Ms. Shipra Bali and Mr. Akash Gupta, Advs. with defendants in person.

versus

MONICA GOGIADefendants
Through: Mr. Abhimanyu Bhandari, Sr. Adv. with Mr. Arjun Syal, Mr. Shreyan Das, Mr. Raghuveer Kapur and Ms. Mehaak Jaggi, Advs.

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER
% **04.11.2024**

I.A. 44040/2023 (Joint application under Order XXIII Rule 3 read with Section 151 CPC)

1. By way of present application the parties to the suit have prayed for decreeing the suit in terms of the settlement agreement dated 03.11.2024.
2. The present suit has been filed by the plaintiff praying for a decree of specific performance.
3. During the pendency of the proceedings the parties to the suit have arrived at a settlement, terms whereof have been reduced in writing in the



form of settlement agreement dated 03.11.2024, a copy of which has been annexed to the present application.

4. In terms of the said settlement the plaintiffs have agreed to pay a total sum of Rs. 77 crores to the defendant, in the manner as stated in the settlement.

5. The learned senior counsel for the parties urges the Court that the present suit be decreed in terms of the settlement.

6. I have perused the settlement, the same is signed by the plaintiff, as well as, by their respective counsels. The terms of the settlement are lawful, therefore, there is no impediment in decreeing the suit in terms thereof.

7. The plaintiff, as well as, defendant are present in Court and they affirm the factum of settlement arrived at between them and undertake to abide by their respective obligations under the said settlement. Their statement is taken on record.

8. The present application is also signed by the plaintiff, as well as, defendants alongwith their respective counsels. The application is also supported by the affidavits of the parties.

9. In view of the above, the present suit is decreed in terms of the settlement agreement dated 03.11.2024, which shall form part of the decree. The parties shall remain bound by the terms of settlement.

10. The I.A., as well as, the suit stands disposed of.

11. All other pending applications also stand disposed of.

12. The date already fixed i.e. 27.02.2025 stands cancelled.

CS(OS) 202/2024

13. The learned counsel for the plaintiff prays for the refund of the Court fee.



14. Considering the fact that the parties have arrived at settlement out of Court prior to the recording of evidence, this Court is of the view that the plaintiff is entitled to refund of half of the Court fee affixed on the plaint, in the terms of the Section 16A of the Court Fees Act, 1870.

15. Accordingly, the Registry is directed to issue a certificate to the plaintiff for the refund of half of the Court fee affixed by the plaintiff on the plaint.

16. Since the issue with regard to the refund of the full Court fee when the parties arrived at settlement out of Court, is pending before the Division Bench of this Court, the plaintiff is at liberty to pray for the refund of remaining half of the Court fee in case the Division Bench decides that the plaintiff is entitled to the refund of entire Court fee in the event the parties arrive at settlement out of Court.

VIKAS MAHAJAN, J

NOVEMBER 4, 2024

N.S. ASWAL