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

+ **CS(OS) 852/2023 & I.A. 25765/2023**

SMT MANJU GARG

.....Plaintiff

Through: **Ms. Mamta Yadav, Adv. alongwith
Plaintiff in person**

versus

SH SANJAY GUPTA & ANR.

.....Defendants

Through: **Mr. Mayank Sharma and Ms. Sanjana
Mehrotra, Advs. for D-1 with D-1
(Through VC)
Mr. Rajiv Singhal, D-2 in person**

Date of Decision: 06th September, 2024

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

J U D G M E N T (O R A L)

1. Ms. Mamta Yadav, Advocate appears on behalf of plaintiff alongwith Ms. Manju Garg, plaintiff in person.
2. Mr. Mayank Sharma, Advocate appears on behalf of Defendant no. 1. Mr. Sanjay Gupta, defendant no. 1 has joined the proceedings through video conferencing and he is identified by his counsel.
3. Mr. Rajiv Singhal, defendant no. 2 appears in person and is identified by the plaintiff herself.
4. All the parties to the suit are present before this Court and all of them confirm that they have executed the Settlement Agreement dated 21.05.2024 ['Settlement Agreement'] before Samadhan-Delhi High Court Mediation



and Conciliation Centre ['Mediation Centre'] and are satisfied with the settlement arrived at between the parties.

5. Learned counsel for the parties state that the material terms and conditions agreed between the parties have been set out at Clause Nos. 1 to 8 in the Settlement Agreement.

6. The parties states that with the aforesaid settlement, the inter-se claim of the parties with respect to entire property no. 22, in Block-B area admeasuring 167.22 Sq. mts., situated at Shanker Garden, Vikas Puri, New Delhi-110018 has been fully satisfied. The parties undertake to remain bound by the terms and conditions of the Settlement Agreement.

7. This Court has perused the Settlement Agreement and the terms of the settlement between the parties appears to be lawful and equitable.

8. Accordingly, the Settlement Agreement is taken on record and this suit is hereby decreed in terms of the said Settlement Agreement. Parties herein are bound down to the Settlement Agreement, and more specifically Clause Nos. 1 to 8 therein.

9. The Registry is directed to draw up decree in terms thereof. It is further directed that the Settlement Agreement shall form part of the decree.

10. It is further directed that in case the present Settlement Agreement/decreed requires to be registered, the parties will be liable to pay the stamp duty thereon in equal proportion, in accordance with law.

Refund of Court fee

11. Learned counsel for the plaintiff states that since the parties have arrived at a settlement, therefore this Court may pass a direction for refund of Court fees under Section 16 of the Court Fees Act, 1870 in favour of the plaintiff.



12. In view of the fact that the Settlement Agreement has been executed through the process of Court annexed Mediation, this Court is of the considered opinion that the prayer of the plaintiff seeking 100% refund of the Court fees, ought to be allowed.

13. Accordingly, the Registry is directed to refund 100% Court fees in accordance with rules; and issue a certificate of refund in the name of the plaintiff within four weeks.

14. It is however, made clear that in case any dispute arises between the parties and in the event, either party approaches this Court for enforcement of the Settlement Agreement/decreed, the said party or parties will become liable to pay entire Court fees thereon.

15. Pending applications, if any, stands disposed of.

16. Interim order, if any, stands vacated.

MANMEET PRITAM SINGH ARORA, J

SEPTEMBER 6, 2024/hp/MG

Click here to check corrigendum, if any