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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 135/2018, I.A. 4399/2018, I.A. 19202/2022 & I.A. 9018/2023**
SHRI ANANT SETH AND ORSPlaintiffs
Through: Mr. Imran Ali, Advocate.
versus
M/S JAGAT TALKIES DISTRIBUTORS & ORSDefendants
Through: Mr. Satish Sahai, Adv. for D-2 and D-4 along with D-4(through V.C.)

CORAM:
HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER
% **11.11.2024**

I.A. 9019/2023 (Under Section 151 of the code of Civil procedure, 1908 seeking exemption)

1. Plaintiff shall file legible and clearer copies of exempted documents, compliant with practice rules, before the next date of hearing.
2. The application for exemption is allowed, subject to the plaintiff granting inspection of the documents filed, as and when required to do so, or filing the original documents at the stage of admission/denial.
3. The application stands disposed of.

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4. Learned counsel for the plaintiff states that the parties have arrived at a settlement duly recorded before the Delhi High Court Mediation and Conciliation Centre on 28.10.2024. He states that in terms of the settlement agreement, the plaintiff has agreed to unconditionally withdraw the reliefs sought at prayer clauses (b), (c), (d), (e) & (f).
5. He states that with respect to prayer clause (a), the defendants have



already complied with the said prayer and handed over the vacant and peaceful possession of property bearing no.3911-3912, Ward No. XI, Jama Masjid, Delhi, known as 'Jagat Cinema' to the newly impleaded plaintiffs.

6. He states that, with the physical handing over of the possession, the relief sought in the suit stands satisfied. Accordingly, he prayed that the suit be decreed in terms of prayer clause (a) and seeks permission to withdraw the suit with respect to prayer clauses (b) to (f).

7. Defendant No. 4 has joined the proceedings through video-conferencing and is identified by the learned counsel for the plaintiff. He confirms the submissions made by learned counsel for the plaintiff.

8. The Supreme Court in **Afcons Infrastructure Ltd. Vs. Cherian Varkey Construction Co. (P) Ltd., (2010) 8 SCC 24** while dealing with Section 89 of the CPC has observed that the settlement agreement will have to be placed before the Court for recording it and in disposing of the suit in its terms, the Court should apply the principles of Order XXIII Rule 3 CPC and make a decree in terms of the settlement with regard to the subject matter of the suit, to make such settlement effective.

9. This Court has perused the terms of the settlement agreement dated 28.10.2024 and is satisfied that it satisfies the requirements of Order XXXIII Rule 3 CPC. The compromise contained in the said settlement agreement is lawful and therefore, there is no impediment in decreeing the suit in terms of the settlement agreement.

10. The statements/undertakings given by the parties are accepted by this Court and the party were held bound by the same.

11. In view of the aforesaid submissions, the suit for prayer clause (a) is hereby decreed and it is also recorded that the decree of possession stands



satisfied as defendants have already handed over the vacant and peaceful possession. The suit for prayer clauses (b) to (f) is dismissed has withdrawn without reserving any liberty to the plaintiff.

12. The registry is directed to draw up a decree in terms thereof. The settlement agreement dated 28.10.2024 shall form part of the decree.

13. Pending applications stand disposed of.

14. Interim orders, if any, stand vacated.

15. Learned counsel for the plaintiff prays for refund of Court fee in view of the settlement arrived at between the parties during mediation.

16. Accordingly, the Registry is directed to refund 100% court fee to the plaintiff as per Section 16A of the Court Fee Act, 1860 within four (4) weeks in the name of original plaintiff no. 3 i.e. Mr. Sangeet Seth.

17. All future dates stand cancelled.

MANMEET PRITAM SINGH ARORA, J
NOVEMBER 11, 2024/akc/AKT

Click here to check corrigendum, if any