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

+ **CS(OS) 200/2025**

DECLUTTER TECHNOLOGIES LLP

.....Plaintiff

Through: Mr. Rajesh Yadav, Sr. Advocate with
Ms. Ruchira V. Arora and Mr.
Dhananjay Mehlawat, Advocates

versus

MR. TASHI JAYARATNAM@ TASHI THLLIAUT
JAYARATNAMDefendant

Through: Ms. Vidhi Goel and Mr. Krishna Dev
Yadav, Advs.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 14.07.2025

1. This order is being passed in continuation of order dated 29.05.2025.
2. The present suit has been filed by the plaintiff seeking a decree of declaration in favour of the plaintiff and against the defendant, thereby, declaring that the purported cancellation/revocation of the agreement to sell ['ATS'] dated 05.07.2022 *qua* the suit land by the defendant vide notice dated 19.02.2025 as illegal and not binding on the plaintiff.
3. The plaintiff is also seeking decree of specific performance, thereby directing the defendant to execute and register a sale deed in favour of the plaintiff *qua* the land measuring 13 Bighas and 02 Biswas, comprised in Mustatil No. 89, Khasra No.12/2/2 (0- 12), 19 (2-8), 20 min. (2-8), Mustatil No.90, Khasra No.16/1 (1-7), 16/2 (1-2), 17 (4-16), 18/1 (0-9), situated at Village Dera Mandi, Tehsil Mehrauli, New Delhi ['suit land'].



4. Mr. Rajesh Yadav, learned senior counsel appearing on behalf of plaintiff and Ms. Vidhi Goel, learned counsel appearing on behalf of defendant, jointly state that the mutual terms of settlement agreed between the parties on 29.05.2025 have been duly performed by the respective parties to their satisfaction.

5. Learned senior counsel for the plaintiff states that there is only one deviation i.e., agreement to sell [‘ATS’] though duly executed has not been registered.

5.1. He states however that the plaintiff has no grievance on this account as a general power of attorney [‘GPA’] has been duly executed and registered in its favour.

5.2. He states that with the due performance of the terms of settlement, the plaintiff’s cause of action against the defendant stands satisfied and the present suit may therefore be disposed of in terms of statement recorded today and in terms of the order dated 29.05.2025.

5.3. He prays that since the suit is at an initial stage and formal summons have also not been issued as well as the parties have arrived at a complete settlement, the court fees of Rs. 19.54 lakhs approximately deposited by the plaintiff may be refunded.

6. Ms. Vidhi Goel, learned counsel for the defendant confirms the submissions of the learned senior counsel for the plaintiff and states that defendant as well is satisfied with the due performance of the mutual terms of settlement recorded in the order dated 29.05.2025.

6.1. She states that defendant has handed over the peaceful and vacant possession of the suit land to the plaintiff and acknowledges that the plaintiff is entitled to retain this possession of the suit land in view of the due



performance in terms of settlement.

6.2. She states that defendant undertakes to remain bound by the terms of the document executed between the parties.

7. Ms. Mansi Sharma, Advocate, the Local Commissioner is present in Court and states that report along with all the documents executed by the parties have been e-filed. She states that the same will be placed on record within three (3) days. It is ordered accordingly.

The report of the Local Commissioner has been perused and the same is taken on record

8. In response, learned counsels for the parties' state that the Local Commissioner's report has been re-served on them earlier today and they are satisfied with the report of the Local Commissioner.

9. Learned senior counsel for the plaintiff states that plaintiff will also deposit a sum of Rs. 1 lakh with the Delhi High Court Bar Association¹ and Rs. 1 lakh with the Delhi High Court Bar Clerk Association (Clerks Association)² within a period of two (2) weeks.

The plaintiff is directed to deposit the proof of payment of costs of Rs. 2 lakhs within two (2) weeks.

10. In terms of the report of the Local Commissioner as well as the submissions recorded today; Section(s) 16 and 16A of the Court Fees Act, 1870 as well as the judgment of the Supreme Court in ***High Court of Judicature at Madras vs. M.C. Subramaniam and Others***³, this Court is of the considered opinion that since summons have not been issued in this suit

¹ 15530110179338

² UCO Bank, Delhi High Court
A/c: 15530100006282

³ (2021) 3 SCC 560



the prayer of the plaintiff seeking refund of Court fees ought to be allowed.

11. Accordingly, the Registry is directed to refund 100% Court fees to the plaintiff in accordance with rules and issue a certificate of refund in the name of the plaintiff within four (4) weeks.

12. The suit is disposed of taking on record the submissions of the learned counsels for the parties that all documents agreed between the parties stand executed and the parties are left with no claims against each other.

MANMEET PRITAM SINGH ARORA, J

JULY 14, 2025/hp/MG