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

+ **CS(OS) 622/2024 & I.A. 35667/2024**

SHITAL SINGHAL

.....Plaintiff

Through: *Appearance not given*

versus

SUBHASH CHAND & ANR

.....Defendants

Through: **Ms. Akshita Chhatwal for Defendant
No. 1**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

24.02.2025

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1. The present Suit is one for grant of specific performance in respect of property No. 2132, Nai Basti, Narela, New Delhi-110040 in favour of the Plaintiff in terms of the Settlement Agreement dated 17.02.2024.

2. It is stated that the parties were referred to the Delhi High Court Mediation and Conciliation Centre and a Settlement Agreement dated 13.01.2025 has been arrived at between the parties. Under the Settlement Agreement, the Plaintiff has undertaken to withdraw the present Suit. The settlement Agreement dated 13.01.2025 reads as under:

*“This SETTLEMENT AGREEMENT is entered into on
13.01.2025.*

BETWEEN

**MS. SHITAL SINGHAL, W/O MR. UMESH SINGHAL,
R/O 407-408, B-08, GD ITL TOWER, NETAJI
SUBHASH PLACE, DELHI ALSO AT: 13/68, 1st
FLOOR, WEST PUNJABI BAGH, NEW DELHI-
110026. (HEREINAFTER REFERRED TO AS THE**



PARTY/PLAINTIFF).

AND

MR. SUBHASH CHAND, S/O LATE SH. JAI BHAGWAN, R/O 2132, NAI BASTI, NAREEA MANDI, NARELA, DELHI-110040 (HEREINAFTER REFERRED TO AS THE SECOND PARTY/DEFENDANT NO. 1)

The expression of the above parties shall unless repugnant to the context include their legal heirs, successors, nominee/s, administrators and permitted assigns, etc.

WHEREAS disputes and differences arose between the parties and the First Party filed the present suit being CS (OS) 622/2024 seeking specific performance, permanent and mandatory injunction with regards to the property bearing No. 2132, Nai Basti, Narela, New Delhi-110040 (hereinafter referred to as the Suit Property) against the Second Party and Defendant No. 2, who is the Performa Party in the present suit.

AND WHEREAS the First Party and the Second Party are legal heirs of the same predecessor-in-interest i.e. Late Sh. Shiv Lai Mangla who died intestate. Both the parties are the grand children of Late Sh. Shiv Lai Mangla.

AND WHEREAS the present matter being CS (OS) 622/2024 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide Order dated 23.10.2024 passed by Sh. Devender Kumar Garg (DHJS), Ld. Joint Registrar (Judicial).

AND WHEREAS the Parties agreed that Mr. Arun Rathi would act as their Mediator in the matter of Mediation proceedings.



AND WHEREAS comprehensive mediation sessions were held with the parties and their respective counsels and the parties have arrived at an amicable settlement.

AND WHEREAS the parties have voluntarily settled the present dispute in the following manner

1. That it is agreed between the parties that all their disputes and differences have been resolved with regard to the Suit Property and the First Party agrees and undertakes to withdraw the present suit being CS (OS) 622/2024 before this Hon'ble Court.

2. The Parties also irrevocably waive any claim or demand that they may have now or in the future against each other and undertake that they shall make no further demands, proceedings, of any nature whatsoever against each other.

3. That the parties to the present settlement Agreement undertake to be bound by the present settlement terms and give full effect to the terms thereof.

4. The Parties hereby give a solemn undertaking that they shall strictly abide by and comply with the terms of the present settlement Agreement and shall not do any act of any kind whatsoever which violates the letter and spirit of the present Settlement Agreement.

5. The Hon'ble Court may pass appropriate orders in view of this Settlement Agreement including refund of court fee under section 16 of the Court Fees Act, 1870 read with Section 89 of CPC to the First Party and the Second Party shall have no objection to the same.

6. That the present settlement Agreement is being entered into by the parties voluntarily and without any coercion, pressure, or undue influence being exercised



by anyone, out of their own free will and volition. The parties agree to be bound by the present settlement Agreement.

7. The Settlement Agreement has been read over and explained to the parties in their Vernacular by the mediator and the respective counsel and the parties have agreed and understood the same.

8. By signing this Settlement Agreement, the Parties hereto state that they have no further claims or demands against each other with respect to present subject matter and all the disputes and differences have been amicably settled by the Parties hereto through the process of Mediation.”

3. In view of the Settlement Agreement, learned Counsel for the Plaintiff seeks permission to withdraw the present Suit.
4. Permission, as sought for, is granted.
5. The Suit is disposed of as withdrawn, along with the pending applications, if any.
6. Since the matter has been settled, keeping in mind the spirit of Section 89 CPC and in terms of Section 16 of the Court Fees Act, let the court fee be refunded to the Plaintiff in accordance with Rule.

SUBRAMONIUM PRASAD, J

FEBRUARY 24, 2025

Rahul