



\$~5 and 6 (Original Side)

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

+ **CS (COMM) 15/2024**

**CHANDEEP SINGH BHATIA** .....Plaintiff

Through: **Mr. Rajesh Pathak, Advocate.**

versus

**M/S ASIAN HOTELS (NORTH) LTD.** .....Defendant

Through: **Mr. Amit Mago, Mr. Om Batra, Dr. Rajeshwar Singh and Ms. Molly Aggarwal, Advocates.**

5.

+ **CS(COMM) 16/2024**

**CHANDEEP SINGH BHATIA** .....Plaintiff

Through: **Mr. Rajesh Pathak, Advocate.**

versus

**M/S ASIAN HOTELS (NORTH) LTD.** .....Defendant

Through: **Mr. Amit Mago, Mr. Om Batra, Dr. Rajeshwar Singh and Ms. Molly Aggarwal, Advocates.**

**CORAM:**

**HON'BLE MR. JUSTICE VIKAS MAHAJAN**

**ORDER**

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**28.03.2025**

**CS (COMM) 15/2024**

**CS(COMM) 16/2024**

1. These are two suits in which the parties had arrived at an out of Court settlement. The terms of settlement were subsequently recorded by this Court *vide* order dated 24.10.2024. In terms of the said settlement, the third party had to make the payment to the plaintiff on behalf of the defendant.



Mr. Rajesh Pathak, learned counsel appearing on behalf of the plaintiff submits that the entire settlement amount stands paid by the said third party on behalf of the defendant pursuant to the Assignment Deed, after deduction of TDS. He contends that the TDS so deducted should be deposited by the third party.

2. Mr. Amit Mago, learned counsel appearing on behalf of the defendant assures that the TDS so deducted from the payment made to the plaintiff shall be deposited by the third party. The statement is taken on record.

3. In view of the above, Mr. Pathak seeks to withdraw the present suits. The suits are dismissed as withdrawn.

4. At this stage, Mr. Pathak submits that since the suits have been settled out of Court and evidence had not yet been recorded, therefore, the plaintiff is entitled to refund of 50% of the court fee in terms of Section 16A of the Court Fees Act. This Court finds substance in the submission of the learned counsel for the plaintiff.

5. Accordingly, regard being had to the fact that the suits have been settled out of Court at a stage when even issues have not been framed, the Registry is directed to issue certificate to the plaintiffs for refund of 50% Court Fee.

6. Mr. Pathak also submits that he has handed over the original Space Buyer Agreement dated 26.11.2015 as well as original cheques in respect of both the units to the defendant, the receipt of which the learned counsel for the defendant acknowledges.

7. Since the dispute has been settled and suits stand disposed of, Registry is also directed to hand over the original Assignment Deeds to the counsel for the defendant, which have been deposited with the Registry



pursuant to the order of this Court dated 24.10.2024.

**I.A. 370/2024 & I.A. 2503/2025 in CS (COMM) 15/2024**

**I.A. 374/2024, I.A. 375/2024, I.A. 376/2024, I.A. 10357/2024, I.A. 43134/2024 & I.A. 2502/2025 in CS(COMM) 16/2024**

8. In view of the order passed in the above suits, present applications stand disposed of.

**VIKAS MAHAJAN, J**

**MARCH 28, 2025/jg**