

(2017) 09 DEL CK 0197

In the Delhi High Court

Case No : Civil Suit (OS) No. 476 Of 2011

Madhu Khandelwal

APPELLANT

Vs

M/S Bishamber Dayal Badri Prasad & Ors

RESPONDENT

Date of Decision : 22-09-2017

Acts Referred:

Court Fees Act, 1870 — Section 16A

Citation : (2017) 09 DEL CK 0197

Hon'ble Judges : Sanjeev Sachdeva, J

Bench : Single Bench

Advocate : Tanmay Nagar, Ashish Aggarwal, G. Hora

Judgement

Sanjeev Sachdeva, J

I.A. 11118/2017 (Order XIII, Rule 3 CPC and CS(OS) 476/2011)

1. The plaintiff has filed this suit for declaration, permanent injunction and cancellation of Sale Deed executed by Smt. Nisha Khandelwal, Sh.

Narender Khandelwal and Sh. Ayush Khandelwal as partner of Bishamber Dayal Badri Prasad in favour of defendant no. 8 to 11 with respect to

property bearing No. 1/2, Ram Kishore Marg, Civil Lines, Delhi.

2. The right of defendant no.5 to file written statement was closed vide order dated 18.03.2013. The plaintiff has settled the suit with defendant no. 1

to 4 and defendant no. 6 to 11 and a settlement agreement dated 10.08.2017 has been executed.

3. It is prayed in the application that the suit be decreed in terms of the settlement agreement dated 10.08.2017. The application is signed by the

plaintiff as well as defendant no. 1 to 4 and defendant no. 6 to 11 and their counsels.

4. Plaintiff who is present in court submits that no relief is sought against defendant no. 5 and since the plaintiff does not wish to proceed against defendant no. 5, the defendant no. 5 is deleted from the array of parties.

5. In view of the above, the application is allowed. The suit is taken up for consideration today.

6. The settlement application is supported by an affidavit of defendant no. 2 to 4 and defendant no. 6 to 11. The defendant no. 2 has deposed in his affidavit also as partner of defendant no. 1. The terms of settlement are contained in paragraphs 1 to 13 of the settlement agreement.

7. The plaintiff as well as defendant no. 2 to 4 and defendant no. 6 to 11 are present in court. They confirm having signed the settlement agreement.

Copy of the settlement agreement has been placed on record. The settlement agreement dated 10.08.2017 is marked as

Exhibit â?"C1. It is prayed that the suit be decreed in terms of the settlement agreement against the defendant no. 1 to 4 and defendant no. 6 to 11.

8. I have perused the terms of the settlement agreement and find the same to be lawful.

9. Along with the application, the affidavits of Sh. Ravi Gupta, Smt. Mahendru Kumari, Sh. Rajiv Gupta and Sh. Sanjay Gupta have been filed to confirm the settlement agreement Exhibit â?"C1.

10. In view of the above, the suit is decreed in terms of the settlement agreement Exhibit â?" C1 qua plaintiff and defendant no. 1 to 4 and defendant no. 6 to 11. The parties are left together to bear their own costs. Decree Sheet be drawn up accordingly.

11. Since the suit has been settled prior to the plaintiffâ??s leading any evidence on the merits of the claim, the plaintiff is entitled to refund of half of

the amount of the court fees paid on the plaint in terms of Section 16(A) of the Court Fees Act, 1870 as amended for the State of Delhi. Registry is

directed to issue a certificate to the plaintiff authorizing the plaintiff to seek a refund of the appropriate court fees from the concerned authority in accordance with law.

12. The next date of hearing i.e. 27.11.2017 already fixed is hereby cancelled.