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

+ **CS(OS) 607/2023 & I.A. 19324/2023**

MRS SUMAN AGGARWAL & ORS.Plaintiffs

Through: Mr. Mudit Sharma, Ms. Nandini
Sharma, Mr. Parvez A. Khan, Ms.
Neha Yadav and Mohd. Faiz,
Advocate
All the plaintiffs (through vc)

versus

MR RAJENDER PRASHAD AGGARWALDefendant

Through: Mr. Milan Laskar, Mr. Shuaib Uddain
and Mr. Prabhjot Singh, Advocates.
Defendants no.1 to 3 (through vc) and
defendant no.4 in person.

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Date of Decision: 15th July, 2024

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

J U D G M E N T(ORAL)

I.A.No.33273/2024 – (under Order 1 Rule 10 of CPC)

1. This is an application filed by the defendant no.1 under Order I Rule 10 of the Code of Civil Procedure, 1908 seeking leave to implead his wife and his two sons as defendants nos. 2 to 4 to this suit. Details of the proposed defendants nos.2 to 4 is set out in paras 8 and 9 of this application.

2. Learned counsel for the applicant-defendant states that the applicant-defendant and the proposed defendants nos. 2 to 4 have entered into a settlement agreement dated 05.06.2024 (Settlement Agreement) with the plaintiffs herein before the Delhi High Court Mediation and Conciliation Centre; and in order to bound down the parties to the said settlement



agreement, it has been agreed between the parties that the proposed defendants should also be arrayed as parties in the present proceedings.

3. Issue notice to the non-applicant/plaintiffs. Learned counsel for the plaintiffs accepts notice. He confirms that proposed defendants nos. 2 to 4 ought to be joined as parties.

4. Accordingly, the application is allowed and the proposed defendants nos. 2 to 4 are arrayed as parties to this suit.

5. The amended memo of parties annexed to this application, is taken on record.

6. Learned counsel for the defendant no.1 states that he has already filed his *vakalatnama* on behalf of the newly impleaded defendants nos. 2 to 4 and he represents them as well.

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7. Learned counsel for the parties state that plaintiffs and defendants no.1 to 4 have entered into settlement agreement dated 05.06.2024 ('Settlement') and have arrived at a complete settlement with respect to commercial properties enlisted at Clause 1 (i) and (ii) as well as house property referred to in Clause no. 26 of this agreement. The Settlement has been received from the Mediation Centre and placed by the registry in the pleadings folder of the e-file.

8. The parties state that the suit be decreed in terms of the said Settlement so as to enable the parties to perform their respective obligations.

9. The plaintiffs and the defendant nos. 1 to 3 have joined the proceedings through video conferencing and are identified by their respective counsels. Defendant No. 4 is present in person and has been identified by his counsel.



10. The parties confirm that the settlement agreement dated 05.06.2024 has been executed by them without any force or coercion and out of their free will. It is directed that all the claims of the plaintiffs and defendants against each other stand satisfied with the performance of the said Settlement. This Court has perused the said Settlement and is satisfied that the same is lawful.

11. Accordingly, the present suit is decreed in terms of the settlement agreement dated 05.06.2024 and the parties are bound down to the obligations undertaken therein and the terms of the settlement arrived between them. The undertaking of the parties that they will comply with the said conditions, is taken on record. The Registry is directed to draw up a decree in terms of the said Settlement. The settlement agreement dated 05.06.2024 along with schedules shall form part of the said decree.

12. At this stage, learned counsel for the plaintiffs' states that the Schedule-3 of the settlement agreement has been submitted to the Mediation Centre is in 'colour' and he prays that the Mediation Centre be directed to rescan the executed settlement agreement dated 05.06.2024 so that the coloured copy is preserved on record.

13. The Registry is directed to request the learned Mediator to resubmit the settlement agreement dated 05.06.2024 with the colour scan of Schedule-3 within two weeks.

14. Learned counsel for the plaintiffs states that since the present suit has been settled between the parties through mediation at the initial stage even prior to the filing of the written statement, the Court fee amounting to Rs.1,15,000/- be refunded in the name of the plaintiff no.1 as per Section 16 of the Court Fees Act, 1870. The prayer of the plaintiffs is merited and is



hereby allowed in view of the fact that the settlement has been arrived at between the parties through the process of mediation. Accordingly, the Registry is directed to issue a certificate of refund of Court fee amount of Rs.1,15,000/- in the name of plaintiff no. 1 within four weeks.

15. Accordingly, the present suit stands disposed of along with all pending applications.

16. Interim order, if any, stands vacated.

MANMEET PRITAM SINGH ARORA, J

JULY 15, 2024/mk/MG