

Doris vs.denial & Ors

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Court : Delhi

Decided On : Feb-20-2019

Appellant : Doris

Respondent : Denial & Ors

Judgement :

IN THE HIGH COURT OF DELHI AT NEW DELHI RFA No.155/2019 20th February, 2019 Appellant Through: Mr. Manendra Mishra and Mr. Vikrant Pratap Singh, Advocates (Mobile No.9818949469). versus

... RESPONDENTS

* + % DORIS DENIAL & ORS CORAM: HONBLE MR. JUSTICE VALMIKI J.

MEHTA To be referred to the Reporter or not?. VALMIKI J.

MEHTA, J (ORAL) RFA No.155/2019 and C.M. Appl. Nos. 8119-20/2019 1. This is a completely frivolous appeal by a dishonest plaintiff in the suit, who entered into a settlement agreement running into eight pages before the Mediation Centre in the trial court, with each page being signed by all the parties including the present appellant/plaintiff, and the trial court thus held that the settlement agreement is valid, and RFA No.155/2019 Page 1 of 3 it consequently disposed of the suit in terms of the settlement agreement by the impugned order dated 18.09.2018.

2. Order XXIII Rule 3 CPC requires that a suit can be disposed of as per the settlement if the settlement agreement is in writing and signed by the parties. In

the present case, there is a settlement agreement in writing signed by all the parties to the suit, and who are seven in number. The Settlement Agreement is not only signed by the seven parties, but the Settlement Agreement is also signed by the counsel for the appellant/plaintiff before the Mediation Centre.

3. The trial court has held that convenient allegations made by the appellant/plaintiff that there is fraud and misrepresentation, have to be rejected, inasmuch as, there are no particulars which are given of any fraud or misrepresentation. The trial court, by the impugned order, thus rejected the application of the appellant/plaintiff to treat the settlement as null and void, and allowed the application of the respondent No.6/defendant No.6 to pass a decree in terms of the Settlement Agreement.

4. Ld. counsel for the appellant/plaintiff argued that appellant/plaintiff has not received any amounts in terms of the RFA No.155/2019 Page 2 of 3 Settlement Agreement dated 30.06.2014, and if that is so, remedy of the appellant/plaintiff is to seek enforcement of the Settlement Agreement which has culminated into a decree, and not to make a prayer for setting aside of the same.

5. Ld. counsel for the appellant/plaintiff then argued that respondent No.6/defendant No.6 was not properly represented, but I fail to understand how the appellant/plaintiff can have any locus to argue this issue for the respondent No.6/defendant No.6 when the respondent No.6/defendant No.6 is not questioning the Settlement Agreement himself.

6. This is a completely frivolous appeal and therefore the same is dismissed with costs of Rs. 15,000/- which will be deposited by the appellant/plaintiff with the website www.bharatkeveer.gov.in within a period of four weeks from today and receipt thereof be filed in the Court within one week thereafter. All pending applications are also disposed of. FEBRUARY20 2019/AK VALMIKI J.

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