

\$~1

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

+ **FAO(OS) 374/2007**

CHANDIGARH DISTRICT COURT LAWYERS' CO-OP.

HOUSING BUILDING SOCIETY REGD. & ANR. Appellant

Through: Mr. Sunil Malhotra, Advocate.

versus

SURENDER KR.DUA & ANR.

..... Respondents

Through: Mr. Rohit Dhingra, Advocate.

CORAM:

HON'BLE MR. JUSTICE S. RAVINDRA BHAT

HON'BLE MS. JUSTICE DEEPA SHARMA

ORDER

%

19.11.2015

The appeal had been adjourned several times to enable parties to negotiate the settlement-through mediation. The controversy in question is with respect to validity of an award dated 27.07.2001; the said award has been set aside by the learned Single Judge on 12.10.2006. Consequently, the claimant-appellant have approached this Court in the present appeal.

The settlement arrived at, is embodied in an agreement dated 12.10.2015 which encapsulates the terms agreed upon. The respondent has agreed to accept the sum of Rs. 4 lacs. In terms of the settlement, the amount had to be paid on or before 12.11.2015. The agreed terms are *interalia* as follows:-

“6. *The following settlement has been arrived at*

between the Parties hereto:

a) That the first party will pay an amount of Rs.4,00,000/- (Rupees Four Lacs only) on or before 12.11.2015 to the second party towards full and final settlement of all the claims of the second party against the first party in relation to the dispute in the present petition and agreement for construction dated 02.02.1988. The above amount shall be paid in the name of Smt. Alka Dua for which all other respondents/LRs of Late Surender Kumar Dua have no objection.

b) That it is agreed between the parties that the present FAO (OS) No. 374/2007 be disposed of in terms of the present settlement agreement arrived at between the parties.

7. By signing this Agreement the parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the Parties hereto through the process of Mediation.

8. That the parties undertake before the Hon'ble Court that they are bound by this Settlement Agreement and to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future."

Learned counsel for the parties submit that since the time stipulated has elapsed, the respondent is agreeable to accept the amount agreed upon i.e. Rs. 4 lacs on or before 11.12.2015. Accordingly, the impugned order is hereby set aside. The appellant's liability is determined to be Rs. 4 lacs to be paid on or before 11.12.2015 with interest at 10% for the period between 12.11.2015 and 11.12.2015 or till date of payment, whichever is later.

The decree shall be prepared in accordance with the settlement

agreement.

Appeal is disposed of in above terms.

S. RAVINDRA BHAT, J

DEEPA SHARMA, J

NOVEMBER 19, 2015

sapna