

\$~2

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

+ **CO.PET. 834/2015 & CO. APPL. NO. 3329/2015**

SUNITA MISHRA Petitioner

Through Mr. Amit Goel, Advocate.

versus

FALCON REALTY SERVICES PRIVATE LIMITED

..... Respondent

Through Mr. Simran Jyot Singh, Advocate with Mr. Bhim
Yadav and Ms. Shelly Sharma, Directors

CORAM:

HON'BLE MR. JUSTICE SUDERSHAN KUMAR MISRA

ORDER

% **25.04.2016**

This petition seeking winding up of the respondent company is, *inter alia*, predicated on the non-payment of the principal amount of Rs.2,25,000/- that had been, admittedly, received by the respondent on 18.04.2012 towards registration money against provisional booking of a flat in a project floated by the respondent, namely, “Gulmohar woods at Global Eco City in National Capital Region Kotkasim – 301702 NCR....”.

Notice in this matter came to be issued on 06.11.2015 by this Court after noticing a communication dated 30.06.2015 issued by the respondent to the petitioner which states as follows;

“Ref: Customer Code No: GEC/GW/2011/203.

Sub : Cancellation of booking and refund thereof.

Dear Madam,

In continuation to our mail dated-20/11/2014 please be informed that due to market turn down the refund cheques on cancellation of booking shall be given in 8 equal monthly instalments commencing from 16th of August 2015. Your refund cheques @ Rs.23,915/= x 8 Nos. shall be sent through courier/speed post in the first week of August 2015.

You will appreciate that we have not made any deductions on cancellation of booking as per the terms and conditions only except Service Tax amount already been deposited with concerned Govt. department. It clearly shows our intentions to refund your entire invested amount without permissible deductions in terms of Application Form/M.O.U./Agreement.

This is for your kind information please. Inconvenience caused regretted.

Thanking you.....”

At this stage, counsel for the respondent prayed for the matter to be passed over so that he can take appropriate instructions from his clients. The matter was thereafter taken up at the post lunch session and counsel for the respondents states, on instructions from his clients, Mr. Bhim Yadav & Ms. Shelly Sharma, who are the Directors of the respondent company, that a lumpsum amount of Rs.2,45,000/- shall be now paid to the petitioner in full and final discharge of the company's obligations to the petitioner with regard to the subject matter of this petition.

Counsel for the petitioner states, on instructions from the petitioner, who is also present in Court today, that the same is acceptable to his client

and shall constitute a full and final settlement thereof. The aforesaid amount to be paid within ten days from today.

The respondents, Shri Bhim Yadav and Smt. Shelly Sharma, Directors of the company, who are present in person, also approbate this statement and undertake to this Court to be bound by the same. Their undertaking is accepted by this Court. Consequences of violation of this undertaking have also been explained to them.

Counsel for the petitioner states that under the circumstances, he does not wish to press this petition any further while reserving his right to file any fresh petition and also to initiate proceedings in contempt in case of any violation of the aforesaid terms. He is permitted to do so.

The petition and all interim applications stand disposed off accordingly.

SUDERSHAN KUMAR MISRA, J.

APRIL 25, 2016

dr/rd