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

+ **CS(OS) 440/2016**

ASHA SIKKA

..... Plaintiff

Represented by: Mr. Joydip Bhattacharya, Mr.
Hitesh Kumar and Mr. Mayank
Sharma, Advocates with
plaintiff in person.

versus

S RIVJIT SINGH @ RIVJIT SINGH JOHER Defendant

Represented by: Mr. Sanjay Goswami,
Advocate with defendant in
person.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

27.10.2017

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CS(OS) 440/2016

1. Parties have settled the matter before the Delhi High Court Mediation and Conciliation Centre on 13th July, 2017 on the following terms and conditions:

“9. The following settlement has been arrived at between the Parties hereto:

- a) *The Defendant between 17.02.2017 to 17.05.2017, during the mediation, has done various works at the site in terms of the Collaboration Agreement dated 12.11.2010. However, some work, namely, landscaping, partitions, storage units, fancy lights and chandeliers and security system in terms of the Collaboration Agreement dated 12.11.2010 at the site is yet to be done, which the Plaintiff has agreed to get it completed herself subject to*

payment of ₹20,00,000/- (Rupees Twenty Lakhs only) by the Defendant to the Plaintiff.

The Defendant has also agreed to pay a further sum of ₹10,40,000/- (Rupees Ten Lakhs Forty Thousand Only) to the Plaintiff towards full and final settlement of all the claims of the Plaintiff including but not limiting to the entire claim of compensation/damages/miscellaneous expenses, etc.

Thus, the Defendant shall pay a total sum of ₹30,40,000/- (Rupees Thirty Lakhs Forty Thousand Only) to the Plaintiff in full and final settlement of the entire claim of the Plaintiff, in addition to the work to be done by the Defendant in terms of clause (b), (c) and (l) as mentioned hereinbelow.

- b) The Defendant shall get the following work(s) completed at the suit property i.e. D-907, New Friends Colony, New Delhi – 110025 on or before 18.06.2017.*
 - i) Wiring of CCTV Camera on the First Floor so as to make the CCTV Camera fully functional.*
 - ii) PABX for 21 lines to be made functional by installing the required chip.*
 - iii) Garbage dispenser on Third Floor to be made in order and fully functional.*
 - iv) Leakage of gas in all ACs to be checked and all ACs to be made fully functional.*

The Plaintiff's son, Shri Sandeep Sikka and/or daughter, Ms.Sinashi Jain shall be free to inspect the aforesaid work during the working hours.

- c) The Defendant shall get the work, relating to riveting of facade brown stone, started at the suit property on or before 15.06.2017 and shall get the entire riveting work completed on or before 31.07.2017.*

- d) *On completion of the work(s) stated in para 9(b)(i) to 9(b)(iv), the Buyer shall transfer a sum of ₹31,00,000/- (Rupees Thirty One Lakhs Only) towards advance sale consideration in respect of sale of Second Floor of the suit property to the Defendant by RTGS in his bank account No.10617951167 IFSC Code NO.SBIN0001709 with State Bank of India, Branch Defence Colony, New Delhi on or before 19.06.2017 so as to facilitate for the Defendant to make payment to the Plaintiff in terms of clause 9(g) of this settlement.*
- e) *The possession of the suit property i.e. D-907, New Friends Colony, New Delhi – 110025 shall be handed over by the Defendant to the Plaintiff at the site itself on 19.06.2017 at 4:00 p.m. However, the Defendant shall remain the custodian of the suit property till the Plaintiff has shifted after riveting of the stone work is complete at the site.*
- f) *The draft of the Sale Deed in respect of the Second Floor of the suit property has been prepared and signed by the Plaintiff as Vendor, Defendant as the Confirming Party and the Buyer as Vendee at the time of signing of this Settlement Agreement, copy whereof is annexed herewith as ANNEXURE-A.*
- g) *The Sale Deed, as per the aforesaid draft Sale Deed, in respect of the Second Floor of the suit property, shall be presented for registration by the parties i.e. the Plaintiff as Vendor, Defendant as the Confirming Party and the Buyer as Vendee on 20.06.2017 before the office of concerned Sub-Registrar, Amar Colony, New Delhi and the Plaintiff as Vendor and the Defendant as the Confirming Party shall get the registration of the Sale Deed completed in favour of said Buyer.*

Simultaneously with the registration of the Sale Deed, the Defendant shall pay the total settled amount of ₹30,40,000/- (Rupees Thirty Lakhs Forty Thousand Only) to the Plaintiff by bank draft in favour of the Plaintiff.

- h) The original documents, namely, sanction letter dated 25.04.2012, sanction plans dated 25.04.2012 of the suit property, B2 form dated 05.10.2012, sanction sewer connection dated 03.10.2013 and electricity connection demand notes and upto date bills, in respect of the suit property, have been handed over by the Defendant to the Plaintiff.*
- i) The original warranty cards/documents/agreements relating to the equipments installed in the suit property along with photocopies of the invoices of purchase of such equipments have been handed over by the Defendant to the Plaintiff.*
- j) Once the riveting work is complete as per clause 9(c), the Defendant shall intimate the Plaintiff on her e-mail ashanssikka@gmail.com and the Plaintiff shall shift in the suit property within 7 days of such intimation.*
- k) After the Plaintiff has shifted in the suit property, the Plaintiff shall intimate the Defendant in writing on his e-mail rivijoher@hotmail.com about having shifted in the suit property.*
- l) Within 3 days of intimation of shifting to the Defendant, the Defendant shall employ at least three workers so as to give a final coat of paint on the interior of walls of the suit property.*
- m) On completion of the work described in para 9(b)(i) to 9(b)(iv), 9(c) and 9(l); on payment of ₹30,40,000/- (Rupees Thirty Lakhs Forty Thousand Only) and on registration of the Sale Deed in favour of the said Buyer, the Plaintiff shall withdraw the present suit as fully settled.*
- n) The Hon'ble Court may consider refund of the court fee to the Plaintiff under Section 16 of the Court Fees Act, 1870 read with Section 89 of CPC, 1908.*

2. Plaintiff and defendant are present in court and are identified by their respective counsels. They affirm the settlement arrived at between the parties before the Delhi High Court Mediation and Conciliation Centre and state that the parties have already acted in terms of the settlement.

3. Since the terms of the settlement arrived at between the parties have been acted upon, learned counsel for the plaintiff on instructions from the plaintiff seeks leave to withdraw the suit. Suit is disposed of as withdrawn.

4. Court fee be returned to the plaintiff under Section 16 of the Court Fee Act.

I.A. No. 1649/2017 (under Order XII Rule 6 CPC)

Application is disposed of as infructuous.

OCTOBER 27, 2017
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MUKTA GUPTA, J.

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