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

+ **FAO(OS) 381/2016, CM APPL. 47625/2016**

VIKRANT PURI

..... Appellant

Through: Ms Tanya Khare, Adv.

versus

D K GUPTA AND ORS

..... Respondents

Through: Ms Anupama Srivastava, Adv

CORAM:

HON'BLE MR. JUSTICE SIDDHARTH MRIDUL

HON'BLE MS. JUSTICE DEEPA SHARMA

ORDER

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14.12.2017

Learned counsel appearing on behalf of the parties has invited our attention to a Settlement-cum-Cancellation Agreement dated 08.11.2017, which is placed at running page No.387 of the appeal paper book.

The parties, in terms of the said Settlement-cum-Cancellation Agreement, have agreed as follows:-

"1. That the Vendor Nos. 1 & 2 and the Vendee have decided to cancel the Agreement to Sell with respect to the Property No. 1 & Property No. 2 and on signing of this Agreement the Vendor No.1 and Vendor No. 2 has paid the Total amount of Rs. 3,90,35,000/-, which was received by them from the Vendee towards the sale of Property No. 1.

2. That on the receipt of aforesaid money, the Vendee has returned all the original documents with respect to the Property No. 1 & Property No. 2 to the Vendor Nos. 1 & 2. That henceforth the Vendors shall be free to sell, dispose off, transact with respect to the said Property in any manner they like without any interference by the Vendee.

3. *That also on payment of the aforesaid amount by the Vendor No. 1 and Vendor No. 2, the possession of the Property No. 1 & Property No. 2 has been handed over by the Vendee to the Vendor No. 1 & 2.*

4. *That upon the execution of this Agreement, Vendors and the Vendee shall forthwith file a joint application under Order 23 Rule 3 read with Section 151, in the matters mentioned herein below for disposal of the Suit and Counter Claim in terms of the present Settlement cum Cancellation Agreement:*

- a. CS(OS) no. 228 of 2016, and,*
- b. CC no. 31 of 2016.*

5. *That in the said compromise application, Vendors and the Vendee have agreed that on recording of the Settlement Agreement, no claim of either party shall subsist against each other.*

6. *That the Vendee shall withdraw the appeal being FAO (OS) no. 381 of 2016 and shall forthwith file an application for disposal of the same in terms of this Agreement.*

7. *That upon execution of this deed the parties hereto have been left with no right, claim, interest and/or title under the said Agreement.*

8. *That the present Settlement cum Cancellation Deed shall remain irrevocable.*

9. *That it is being agreed that parties shall not litigate against each other regarding the matters/issues rose between the parties with respect to the said Agreement.*

10. *That no further modification, representation, promises or agreement in connection with the subject matter of this Agreement shall be valid unless made in writing and signed by the parties.*

*11. That henceforth the **Vendors** shall be free to sell, dispose off, transact with respect to the said Property No. 1 & Property No. 2 in any manner they like without any interference by the Vendee.”*

In view of the foregoing, learned counsel appearing on behalf of the appellant seeks leave to withdraw the present appeal.

The appeal is disposed off accordingly whilst directing the parties to abide by the terms of the Settlement-cum-Cancellation Agreement dated 08.11.2017 without demur.

Pending application also stands disposed off.

SIDDHARTH MRIDUL, J

DEEPA SHARMA, J

DECEMBER 14, 2017/bg