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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 766/2017, IA No.6666/2017 (under Order XXXIX Rule 10 of the CPC) and IA No.12748/2017 (under Order XII Rule 6 of the plaintiff).

NEHRU PLACE HOTELS PVT. LTD. Plaintiff
Through: Ms. Malini Sud, Ms. Vidhi Goel and
Mr. Vinod Kapoor, Advs.
versus

FIRST FACE ENTERTAINMENT PVT. LTD. & ANR... Defendants
Through: Mr. Anshum Jain, Mr. Amol Sinha,
Advs. and Mr. Rahul Kumar, AR of
defendants.

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER
% **18.12.2017**

1. The parties in this suit for recovery of possession of immovable property and arrears of rent etc. were vide order dated 1st November, 2017 referred to the Mediation Cell of this Court.
2. Mediation is reported to be successful with the efforts of Mr. Sharanjit Singh Wadhwa, Advocate / Mediator and Ms. Sangeeta Chandra, Advocate / Co-Mediator and the counsels for the parties have handed over the Settlement Agreement dated 16th December, 2017 purported to be signed on behalf of the plaintiff namely Nehru Place Hotels Pvt. Ltd., defendant no.1 M/s. First Face Entertainment Pvt. Ltd and the defendant no.2 M/s. Ratna Vacations Pvt. Ltd. and seek a decree in terms thereof.
3. The Settlement Agreement is taken on record.
4. I have perused the Settlement Agreement. The same provides for withdrawal of this Suit and revival thereof in the event of the defendants

being in breach of the obligations undertaken therein. The same also permits the plaintiff to in that event also take other remedies including filing contempt proceedings against the defendants but without recording the undertakings of the defendants.

5. This is yet another instance of the Mediation Cell of this Court not drawing up the Settlement Agreement in accordance with law and not ensuring finality of the *lis* between the parties. A copy of this order be forwarded to the Mediation Cell of this Court to take care in future.

6. Be that as it may, the counsel for the defendants states that the defendants furnish undertaking to this Court to comply with their obligations as contained in the Settlement Agreement.

7. The counsel for the plaintiff states that if the undertakings of the defendants offered today are accepted by this Court, the plaintiff in the event of breach, besides recovering the settled amount by execution, take action against the defendants and the Members of Board of Directors of the defendants for breach of undertaking and shall not revive the suit and instead of the suit being withdrawn, a decree be passed in favour of the plaintiff and against the defendants in terms of the Settlement Agreement.

8. The Settlement Agreement as modified above is found to be lawful and is allowed.

9. A decree is passed in favour of the plaintiff and jointly and severally against the two defendants for recovery of monies in terms of the Settlement Agreement; the Settlement Agreement and today's order to form part of the decree sheet.

10. The undertakings of the defendants to abide by their obligations as

undertaken in the Settlement Agreement particularly qua payment of the settled amounts are also accepted and the defendants and the Members of Board of Directors of the defendants are ordered to be bound thereby and cautioned through their counsel of consequences of breach of undertaking given to this Court.

11. Decree sheet be drawn up.

12. The counsels for the parties state that the possession of the property has already been delivered by the defendants to the plaintiff.

13. The date of 13th February, 2018 before the Joint Registrar stands cancelled.

Dasti.

RAJIV SAHAI ENDLAW, J

DECEMBER 18, 2017

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