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

+ **O.M.P. 238/2015**

**GREEN VALLEY CGHS**

..... Petitioner

Through: Mr. Akhil Sibal, Senior Advocate  
with Mr. Neeraj Chaudhari, Mr.  
Akshay Chandra, Ms. Sakshi  
Agrawal, Mr. Aakash Sharma & Mr.  
P.N. Upadhaya, Advocates (M-  
9910411230) along with Mr.  
Narendra Bhalla, Petitioner in person.

versus

**GURCHARAN SINGH**

..... Respondent

Through: Appearance not given.

**CORAM:**

**JUSTICE PRATHIBA M. SINGH**

**ORDER**

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**13.09.2018**

1. The parties have entered into a settlement agreement dated 13<sup>th</sup> August, 2018. The present petition arises out of an award of Learned Sole Arbitrator Justice M.K. Sharma (Retired), dated 23<sup>rd</sup> July, 2014. The objections were filed challenging the said award and during the pendency of the present petition, settlement negotiations took place and the matter is settled.
2. Memorandum of Settlement dated 13<sup>th</sup> August, 2018 has been placed on record, by which the Petitioner has agreed to pay a sum of Rs.3 crores to the Respondent as full and final settlement towards satisfaction of the award dated 23<sup>rd</sup> July, 2014. The settlement terms are contained in paras 1 to 15 of

the agreement. The Court has perused the same. The same are lawful and there is no impediment in recording the same.

3. In compliance with the terms of settlement, a cheque for a sum of Rs.49 lakhs (total of Rs.50 lakhs *minus* tax) has been handed over today by the Counsel for the Petitioner to the Respondent. The remaining payment as per the settlement shall also be made as per the schedule/terms provided therein. The parties shall be bound by the terms of the settlement. The impugned award is modified in terms of the settlement and shall be executable.

4. Mr. Bijay Kumar Sahoo on behalf of his wife Mrs. Sujata Sahoo – one of the residents of the Petitioner’s society raises an objection in respect of recordal of this settlement on the ground that the settlement is a collusive settlement between the Petitioner and the Respondent.

5. In the present petition, the Court is confined to the objections to the award, and any disputes which members may have with the society are not subject matter of this petition. The Memorandum of Settlement, along with all the annexures, including the partnership deed, will form part of the judicial record and anyone, including Mr. Sahoo may obtain copies of the same.

6. The O.M.P. is disposed of as settled. The Court fee, which has been deposited is directed to be refunded as the said Court Fees Delhi Amendment Act, 2012 has been set aside by this Court as per ***Delhi High Court Bar Association & Anr. v. Govt. of NCT of Delhi & Anr. 203 (2013) Delhi Law Times 129 (DB)***

**PRATHIBA M. SINGH, J.**

**SEPTEMBER 13, 2018**

*Rahul*