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

+ **CS(OS) 676/2015 & I.A.No.2266/2018**

K.K BIRLA ACADEMY

..... Plaintiff

Through Mr.Mitash Charan, Advocate.

versus

MERA BABA REALITY ASSOCIATES PVT LTD Defendant

Through Mr.Rajiv Aggarwal with Mr.Virender Singh, Advocates.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

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10.08.2018

Present suit has been filed for recovery of possession, permanent injunction, damages along with *pendente lite* and future interest.

The suit was decreed in accordance with the settlement agreement dated 26th July, 2016, whereby the defendant had to handover the possession of the suit property to the plaintiff.

In the disposed of suit, I.A.No.2266/2018 was filed by the plaintiff seeking a direction to the Registrar, Delhi to register the sale deed in favour of the plaintiff or in the alternative to direct the defendant to refund the amount paid by the plaintiff along with simple interest @ 18% p.a. as well as to take action against the defendant for concealing material facts.

In the said application it had been averred that the defendant

despite being aware of the injunction order dated 01st December, 2014 passed by the High Court of Bombay illegally and maliciously entered into a settlement agreement with the plaintiff dated 26th July, 2016, whereby the plaintiff's suit was decreed in accordance with the settlement agreement executed between the parties before the Delhi High Court Mediation and Conciliation Centre and the defendant had to hand over possession of the suit property to the plaintiff.

Today learned counsel for the parties have handed over a joint settlement application. Registry is directed to number the same.

The relevant portion of the settlement agreement dated 14th March, 2018 annexed with the joint settlement application is as under:-

“4. The Assignee has completely ceased to have all right and interest in respect of the Assignor's Said Area and shall not be entitled to raise any claim or dispute against either the Confirming Party or the Assignee in respect of the Assignor's Said Area.

5. As from the date hereof, the Assignor shall enjoy all rights and privileges contained in the said memorandum of Settlement to the extent applicable to the Assignor's Said Area and shall be entitled to enforce the covenants and obligations of the Confirming Party under the said Memorandum of Settlement to the extent applicable to the Assignor's Said Area. Likewise, the Assignor shall also abide by all terms and conditions contained in the said Memorandum of Settlement to the extent applicable to the Assignor's Area including as regards payment of cost of construction, charges, deposits, etc. in respect of the Assignor's Said Area in terms of the said Memorandum of Settlement.

6. The Assignee acknowledges and accepts that in view of the Assignee nominating the Assignor to have and acquire the

Assignor's Said Area as aforesaid, the Confirming Party now shall be liable to give to the Assignee built up area equivalent to FAR of only 54000 (fifty four thousand) Square feet in the residential category in one or more residential towers and subject to the same terms and conditions as contained in the said Memorandum of Settlement to the extent applicable to the Assignee's 54,000 Square Feet area and subject to payment of the cost of construction thereof payable by the Assignee to the Confirming Party on the basis of super built up area thereof as and in the manner mentioned in the said Memorandum of Settlement."

Keeping in view the averments made in the aforesaid joint application, the same is allowed and the settlement agreement dated 14th March, 2018 is taken on record as satisfaction of judgment and decree dated 26th October, 2016.

As a matter of abundant precaution, it is clarified that the plaintiff has no right, title or interest in the property bearing no.901, 9th Floor, D-Mall, A-1, District Centre Wazirpur, Netaji Subhash Place, Pitampura, Delhi-34.

Accordingly, the present suit and pending application stand disposed of.

MANMOHAN, J

AUGUST 10, 2018
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