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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **O.M.P. 240/2012**

BALJEET KAUR & ANR. Petitioners
Through: Ms. Seema Gupta, Advocate with
Petitioners in person.
(M:9810277083)

versus

M/S CHOLAMANDALAM INVESTMENT AND FINANCE
COMPANY LTD Respondent
Through: Ms. Sonia Sachdeva, Advocate with
Mr. Gaurav Kumar Dahiya,
Authorized Representative of the
Respondent Company.
(M:7838386927)

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **24.01.2019**

I.A. 1136/2019 & O.M.P. 240/2012

1. The parties have moved a joint application under Order XXIII Rule 3 CPC submitting that the disputes have been settled. The terms of settlement are contained in paragraphs 5 to 11 of the application. The same are extracted hereinbelow:

“5. That it is stated that the parties to the present petition have arrived at an amicable settlement and as such it has been agreed by both the parties that the Respondent company shall accept a sum of Rs.39.85 Lacs from the Petitioners towards full and final satisfaction of their liabilities in the Home Equity Loan of Rs.40.00 Lacs disbursed/granted by Respondent company against mortgage of immovable property bearing No.94/1 admeasuring 260 sq. yds., Gali No.7,

East Azad Nagar, Near Krishna Nagar Delhi-110051.

6. That it has been further agreed by both the parties that on receipt of Rs.39.85 Lacs from the Petitioners, nothing thereafter shall be due and payable by the Petitioners to the Respondent company under Arbitration Award dated 10.03.2011 passed in case No.ACP No.(CSBS/VI) 3/2011, subject matter of challenge under the present petition.

7. That it has been also agreed that the Respondent company shall have no claim of any money or of any other nature whatsoever against the Petitioners and all such claims of the Respondent company against the Petitioners shall stand satisfied/liquidated.

8. That it has been jointly agreed that all the pending cases or suits or complaints filed against the Petitioners by the Respondent company in Chennai or anywhere in India shall be withdrawn with immediate effect by the Respondent company and or otherwise deemed to have been satisfied/become infructuous as if no cause of action survives in favour of the Respondent company.

9. That it has been specifically agreed that the Respondent company shall withdraw all its criminal complaints filed under Section 25 of Payment and Settlement Systems Act 2007 pending in Chennai or anywhere in India immediately against Petitioners.

10. That the Respondent company shall release/handover the entire original chain of the title documents of the immovable property bearing No.94/1 admeasuring 260 sq. yds., Gali No.7, East Azad Nagar, Delhi-110051 to the Petitioners and also issue No Dues Certificate in favour of the Petitioners.

11. That the Petitioners have accordingly agreed to hand over a Demand Draft bearing No.939991

“000023000” drawn on Punjab & Sind Bank, Krishna Nagar Branch dated 19/01/2019 of Rs.39.85 Lacs favouring Respondent No.1 to the Respondent company in view of the settlement mutually arrived at between the parties. However, the original demand draft shall be handed over to the authorized signatory of the Respondent company in the court itself on the date of hearing of which copy is enclosed herein as Document-1.”

2. The pay order, in terms of the settlement, for a sum of Rs.39.85 lakhs has been handed over to Mr. Gaurav Kumar Dahiya who is the Authorized Representative of the Respondent Company. The Petitioners, Smt. Baljeet Kaur and Shri Gurnam Singh are both present in Court. All the parties confirm that the settlement has been entered into voluntarily. As per the terms of the settlement, the Respondent has to release the title documents and also withdraw the criminal complaints filed against the Petitioners. The steps pursuant to the settlement be taken by the Respondent within four weeks. A letter of confirmation shall be sent by the Respondent to the Petitioners. The settlement terms are accepted by the Court. Parties shall be bound by the terms of the settlement.
3. The disputes between the parties having been settled, the O.M.P. is disposed of as settled binding the parties to the settlement terms.

PRATHIBA M. SINGH, J.

JANUARY 24, 2019

Rekha