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

+ **CS(COMM) 219/2017 & I.A. 8169/2017**

ABHISHEK SURANA

..... Plaintiff

Through: Mr. Amarjeet Sahni and Ms. Shagufta
Yasmin, Advocates.

versus

PARSVNATH LANDMARK

..... Defendant

Through: Mr. Rahul Malhotra, Advocate.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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15.07.2019

1. The parties were referred to Delhi High Court Mediation and Conciliation Centre. The Mediation has been successful and a report dated 6th May 2019 has been received. The essential terms of the settlement read as under:-

“1. The First Party has agreed to continue with the booking of the said Villa. However, the basic rate of the Villa shall be reduced to Rs.7200/- per sq. ft. Hence, the basic cost of the Villa has been agreed to be Rs.3,06,00,000/- (Rupees Three Crores Six Lacs Only) excluding the other charges like car parking, GST, Taxes etc. which shall be payable in addition to the basic cost of the Villa and after adjusting the lumpsum compensation of Rs.51,79,823/- (Rupees Fifty One Lakhs Seventy Nine Thousand Eight Hundred and Twenty Three Only) in the said Villa.

2. That after adjusting the amount of Rs.1,82,00,429/- (Rupees One Crore Eighty Two Lakhs Four Hundred and Twenty Nine Only) as paid by the First Party towards the said Villa and Rs.51,79,823/-

(Rupees Fifty One Lakhs Seventy Nine Thousand Eight Hundred and Twenty Three Only) as compensated by the Second Party to the First Party, a sum of Rs.99,00,000/- (Rupees Ninety Nine Lakhs Only) stands payable by the First Party towards the balance cost of the Villa and other charges like car parking and GST and service tax as applicable which shall be adjusted by way of transfer of the amount of Rs.99,00,000/- (Rupees Ninety Nine Lakhs Only) from the Unit No. TI6-802 booked in the name of Mr. Sanjay Surana and Mrs. Suparna Surana, in the project Parsvnath La-Tropicana which is payable by the Second Party against the refund of the amount with respect to Unit No.TI6- 802 to Mr. Sanjay Surana and Mrs. Suparna Surana, family members of the First Party.

3. The First Party has agreed to pay the possession related dues or any other charges like taxes, stamp duty charges and any other incidental charges etc. with respect to the said Villa as and when it becomes due and payable by the First Party.

4. The First Party shall not raise any claim towards any delay compensation or interest in terms of the Flat Buyer Agreement dated 30.09.2013 and under the provision of Real Estate Regulatory Act, 2016 and / or the NCT RERA Rules Delhi 2017.

5. It is agreed that the construction of the said Villa shall be completed by the Second Party and the possession of the said Villa shall be offered for fit out purposes by the Second Party to the First Party within a period of 12 months from the date of execution of the present Settlement Agreement and in case the Second Party fails to offer the possession of the said Villa within the said stipulated period of 12 months, the allotment of this said Villa shall stand cancelled and the Second Party shall be liable to refund the entire amount deposited by the First Party towards the said Villa along with interest @ 12% per annum with effect from 01.04.2019 till the date of realisation.

6. The First Party undertakes that the First Party will not raise any claim or demand, whatsoever, against the said allotment beyond the terms and conditions of the present Settlement Agreement as the First Party has accepted to continue with the booking of the said

Villa as the dispute of the First Party has been settled in full and final.

7. The terms and conditions of the present Settlement Agreement shall supersede the terms and conditions of the Flat Buyer Agreement (FBA) already executed on 30.09.2013 with respect to Unit No.T9-V2 and the other terms and conditions of the FBA not in variation / deviation to the present Settlement Agreement shall remain same and binding on both the parties with respect to the said Villa No.T9- V2.

8. That it is further agreed that if in future the First Party transfers his right in the said flat to any third party, the Second Party shall not charge any administrative charges or the transfer charges from the First Party.

9. In view of the present Settlement Agreement, the parties agree that they shall not file any further claims against each other or complaint or litigation of either civil or criminal nature whatsoever in any Court or before any Authority in present or in future considering the subject matter of this Settlement Agreement.

10. It is also agreed between the parties that they shall not take reference of this Settlement Agreement in other litigation matters pending between them before different Courts / Fora.

11. It is also agreed between the parties that this Settlement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior communication, negotiations and representations either oral or written, between the parties in relation hereto.

12. It is also agreed between the parties that the terms of this Settlement Agreement and all negotiations concerning this Settlement Agreement are confidential and shall not be disclosed to any other person or entity not a party to this Settlement Agreement, unless required by law.

13. It is also agreed between the parties that the terms of this Settlement Agreement and all negotiations concerning this

Settlement Agreement are confidential and shall not be referred by parties in the litigation pending between the Trustee of the First Party and the Second Party.

14. That the First Party in terms of the Settlement Agreement shall withdraw the present suit bearing CS(COMM.) No. 219/2017 and the Second Party has no objection to the suit being withdrawn by the First Party.

15. That in case of default in complying with any of the terms and conditions of this Settlement Agreement as enumerated hereinabove by either of the parties, the parties shall be at liberty to avail any/ all the remedies available to them under law.

16. That the Hon'ble Court may consider refund of court fees deposited by the First Party in terms of Section 16 of the Court Fee Act.

17. This Settlement Agreement between the parties has been arrived at between the parties through their free will, without any coercion, undue influence or any other pressure.

18. By signing this Agreement the parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the Parties hereto through the process of Mediation.

19. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the present Settlement Agreement and not to dispute the same hereinafter in future.”

2. Learned counsel for the Plaintiff states that pursuant to the aforesaid settlement a final sale deed has been executed by the Defendant in favour of the Plaintiff. Let the copy of the same be placed on record of this Court by either of the parties within one week from today. Learned counsel for the Plaintiff states that in terms of Clause 2 of the settlement agreement, an amount of Rs. 99 lacs has been adjusted against the sale consideration of the

suit property which is the subject matter of the present suit. However, he submits that the Defendants are yet to pay additional amounts as mentioned in the said clause which pertains to the properties that are subject matter of the two suits before the Tis Hazari Courts. Insofar as the present suit is concerned, the disputes stand amicably settled. In these circumstances Learned counsel for the Plaintiff states he would now like to withdraw the present suit in terms of Clause 14 of the Settlement Agreement, reserving Plaintiff's rights to avail his remedies for recovery of the additional amounts which are still due qua the properties which are subject matter of the suits pending in Tis Hazari Courts.

3. Accordingly, the suit is dismissed as withdrawn with liberty to the Plaintiff as prayed for.

SANJEEV NARULA, J

JULY 15, 2019

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