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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 516/2018, CRL.M.A. 48347/2018, I.A. 14146/2018, I.A. 16252/2018, I.A. 16253/2018 & I.A. 16322/2018**

SMT. SUSHMA GOEL

..... Plaintiff

Through: Mr.Abhimanyu Jhamba, Ms.Hemlata,
Mr.Aslam and Mr.SarojShaji,
Advocates.

versus

SH. JAI BHAGWAN GOEL & ORS.

..... Defendants

Through: Mr. Arvind Nayar, Senior Advocate
with Mr. Rajiv Mangla, Mr. Arjun
Kant, Ms. Mallika Kamal and Ms.
Upasana Chandrashekar, Advocates
for Respondent Nos. 1,2 and 3.
Respondent Nos. 1,2 and 3 in person.
Mr. Surjit Singh, Authorised
Representative of Omaxe Ltd.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **08.07.2019**

1. The parties in this suit, for declaration, permanent and mandatory injunction, were vide order dated 3rd December 2018 referred to the Mediation Cell of this Court.

2. Mediation has been successful and a Settlement Agreement dated 24th April 2019 purporting to be signed by the Plaintiff, the Defendants and the

respective counsels for the parties and signed by the Mediator has been received from the Mediation Cell of this Court. The same is marked as Exhibit C-1. The terms of the settlement are reproduced here under:

“1. It is agreed between the First Party and Third Party/ Defendant No. 4 on one hand and Defendant No. 1 and 3/ Second Party on the other hand that Defendant No. 1 and 3/ Second Party shall not transfer or sell the total no. of 18,98,450 shares held by them in Third Party/ Defendant No.4/Omaxe Limited at present. The Defendant No. 1 and 3/ Second Party agree and undertake to sell, dispose off or transfer their shares; in the following manner, not before the month and year agreed and mentioned in the chart hereinafter:-

No. of shares	Time Period
100,000 may be disposed off not before	January -2020
100,000 may be disposed off not before	January -2021
200,000 may be disposed off not before	January -2022
374612 may be disposed off not before	January -2023
374612 may be disposed off not before	January -2024
374613 may be disposed off not before	January -2025
374613 may be disposed off not before	January – 2026
18,98,450	Total

2. It is agreed between the parties that Flat No. E-161, Ground Floor, Panchwati Appartments presently in the name of Sh, J. B.

Goel which was purchased for an aggregate consideration of Rs.72,00,000/- by Zinc Buildcon Pvt. Ltd., a subsidiary company of Defendant No. 4, shall be transferred by Defendant No. 1 in favour of Zinc Buildcon Pvt. Ltd. the First Party agrees that she shall get the said documents signed from Defendant No. 1 within a week from the execution of the present Settlement Agreement.

3. It is agreed between the parties that the authorized representative of Defendant No. 4/Third Party shall hand over Account Statements of Defendant No. 1 lying in the office of Defendant No. 4/ Third Party, to Defendant No. 1 within two weeks from the execution of the present Settlement Agreement.

4. It is agreed between the parties that in view of the present Settlement Agreement, the parties shall withdraw all letters, complaints pending or filed before any Authority, SEBI, Agency, Police authority, Department or Court of Law, against each other within one month from the execution of the Settlement Agreement.

5. The parties agree that in view of the present Settlement Agreement, the First Party shall withdraw the present suit being CS(OS) No. 516/2018 on the next date of hearing.”

3. Though in para 5 of the settlement agreement it is recorded that parties shall withdraw the present suit, however, since the terms of the agreement are required to be executed, the parties pray for a decree to be passed in terms thereof.

4. I have perused the compromise/settlement arrived at between the parties and find the same to be lawful.

5. A decree is passed, in terms of the Settlement Agreement dated 24th April 2019 which along with the Annexure thereto shall form part of the decree sheet, leaving the parties to bear their own costs.

6. Decree sheet be prepared.

SANJEEV NARULA, J

JULY 08, 2019

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