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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 36/2018**
M/S S.M. BRASS HOUSE LTD.& ORS

..... Plaintiff

Represented by: Mr. Ashish Kumar Bhagat, Mr.
Sidhartha Jha, Adv.

versus

MRS. PARUL KAPOOR & ANR.

..... Defendant

Represented by: Mr. Tarun Rana, Adv. for D-1 with
D-1 in person.

CORAM:
HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

04.03.2020

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I.A. 18359/2019 (u/O XXIII R 3 CPC)

1. By this application the plaintiff seeks decree of the suit qua defendant No.1 in terms of the settlement arrived at between the parties before the mediation centre, Saket Courts, New Delhi.
2. The said settlement was not signed by defendant No.1 and hence defendant No.1 or the authorized representative of defendant No.1 with the necessary authorization was required to be present in Court today.
3. Defendant No.1 is present in Court and is identified by the learned counsel. She affirms the settlement arrived at before the mediation centre, Saket Courts, New Delhi between the plaintiffs and on her behalf by her husband.
4. Taking the settlement agreement on record, application is disposed of.

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1. Plaintiff and defendant No.1 have entered into a settlement before the mediation centre, Saket Courts on 24th October, 2019 on the following terms and conditions:

“1. It is agreed between the parties that M/s Royale Brass House Pvt. Ltd. & Ors. and his Directors Yogesh Ahuja, Manish Kapoor and Deepa Ahuja shall pay a total sum of ₹37,00,000/- (Rupees thirty seven lakhs only) to the first party as full and final amount towards all the disputes/claims arising out of all these above-mentioned case and previous dealings between the parties.

2. It is also agreed between the parties that the settled amount of ₹37,00,000/- (Rupees thirty seven lakhs only) shall be paid by way of demand drafts during the period 15.01.2020 to 30.03.2020 as per the following:

- I) ₹5,00,000/- On or before 15.01.2020*
- II) ₹5,00,000/- On or before 10.02.2020*
- III) ₹7,50,000/- On or before 25.02.2020*
- IV) ₹7,50,000/- On or before 10.03.2020*
- V) ₹6,00,000/- On or before 30.03.2020*
- VI) ₹6,00,000/- at the time of filing of quashing petition*

(Both the above demand drafts mentioned at (v) and (vi) above shall be presented by the first party together).

3. It is agreed between the parties that in case of default of any instalment, the second party shall be liable to pay @ 10% penalty on the defaulted amount.

4. In the event of any default in making the payment of the instalments as agreed above, the first party will be at liberty to initiate action as per law laid down in Crl.Ref. No.1/2016 titled Dayawati Versus Yogesh Kumar Gosain as well as to take any civil/criminal penal action against the second party, as per law.

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5. *It is also agreed between the parties that upon full realization of the agreed amount paid by the second party to the first party all the cases pending between the parties and/or against their family members, associates, relatives, client of the parties and friends noted above shall stand withdrawn.*

6. *It is also agreed between the parties that consequent upon payment as agreed to herein by the second party to the first party both the parties shall put an end to the litigation of all the cases filed by them against each other shall be withdrawn.*

7. *It is also agreed between the parties that at the time of last payment on 30.03.2020 second party shall get prepare two demand drafts of ₹6,00,000/- each, out of which one demand draft of ₹6,00,000/- shall be given to the complainant/first party at the time of signing of the quashing petition and supporting affidavits by the respective parties whereas another demand drafts of ₹6,00,000/- shall be given by the second party to the first party on the day/time of quashing of FIR before the Hon'ble High Court of Delhi.*

8. *The copy of the settlement shall be filed by the parties before the concerned courts on the next date of hearing with the purpose of seeking closure of civil cases on the next date of hearing and compounding of cheque bouncing cases upon full realization of the first four instalments mentioned in para no.2 (i) to (iv).*

9. *This settlement also would cover full settlement of any case/complaint pending by and between the parties whether disclosed or undisclosed.”*

2. Though the terms of settlement agreement was not signed by the defendant No.1 but by her husband as noted above, defendant No.1 is present in Court and is identified by the learned counsel who affirms the settlement arrived at between the parties.

3. Consequently, the suit is decreed in favour of the plaintiff and against the defendant No.1 in terms of the settlement as noted above.
4. Decree sheet will incorporate the terms of settlement.
5. Plaintiffs have already withdrawn the suit qua defendant No.2.
6. Court fees be refunded to the authorized representative of the plaintiff under Section 16 of the Court Fees Act.
7. Order sheet is duly signed by the defendant No.1 in acknowledgment of her statement made above.

MUKTA GUPTA, J.

MARCH 04, 2020
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