

\$~ A-5 (2019)

* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ EX.F:A. 18/2019 & CM APPL. 20351/2019

M/S SAHARA INDIA

..... Appellant

Through: Ms. Neha Gupta, Advocate
versus

M/S M C AGGARWAL (HUF)

..... Respondent

Through: Mr. PK Agrawal, Mr. Rishabh Tomar,
Advocates

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **21.10.2021**

1. This hearing has been done through hybrid mode.
2. This matter has been taken up today as 18th October, 2021 was declared holiday.
3. The present appeal was filed challenging the impugned order dated 22nd February, 2019 passed by the Id. ADJ, Tis Hazari Courts, New Delhi, in *Execution Petition 123762/2016* titled *M/s MC Aggarwal (HUF) v. M/s Sahara India & Ors.*
4. The background is that the Respondent- M/s M. C. Aggarwal (HUF)/owner (*hereinafter "Respondent"*) had given premises bearing No. 817-A, Amba Deep Building, 14-Kasturba Gandhi Marg, New Delhi to the Appellant- M/s Sahara India (*hereinafter "Appellant"*). The lease had expired by efflux of time. A civil suit was filed by the Respondent which was decreed by judgment dated 16th May, 2011, passed by the Ld. ADJ (Central), Delhi. The execution petition was, thereafter, filed by the Respondent. In the execution proceedings, attachment order was passed by

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physical file have been compared the
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the impugned order dated 22nd February 2019. As per the owner, the dues were approximately Rs. 7,00,000/-. However, as per the tenant, the dues were only Rs. 4,78,605/-.

5. This Court had referred the matter to the Delhi High Court Mediation and Conciliation Centre vide order dated 6th January, 2021.

6. The matter has now been settled as per the settlement agreement placed on record by the Delhi High Court Mediation and Conciliation Centre dated 20th July, 2021. As per the said settlement agreement, parties have agreed to fully and finally settle the disputes with payment of Rs. 3,50,000/- by the Appellant to the Respondent.

7. The settlement agreement records that the said amount has already been paid on 13th May, 2021 vide RTGS to the Respondent. The settlement agreement is signed by the Mediator, who has also attached the consent e-mails sent by both parties along with the settlement agreement. The emails have been sent by Mr. J.B. Roy, partner at the Appellant-firm and Mr. P.K. Agrawal, Karta of the Respondent-HUF.

8. Considering the terms of the settlement, nothing survives in the present appeal, the parties shall be bound by the terms and conditions contained in the settlement agreement.

9. The appeal, along with any pending applications, is disposed of as being settled between the parties.


PRATHIBA M. SINGH, J.

OCTOBER 21, 2021
MR/MS