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

Date of decision: 01.09.2023

+ **CM(M) 219/2023 & CM APPLs. 40106/2023, 40270-71/2023**

M/S H.S. APPARELS

..... Petitioner

Through: Mr. K.K. Khullar, Petitioner No. 2 in person.

Mr. Hiren Khullar, Petitioner No. 1 in person, through VC.

versus

AAYUSH TEXTILES

..... Respondent

Through: Mr. Kailash Sharma and Ms. Pushpanjali Tripathi, Advocates with Mr. Pradeep Jain, Respondent in person.

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CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

J U D G M E N T

MANMEET PRITAM SINGH ARORA, J (ORAL):

CM APPL. 40270/2023(for exemption)

Allowed, subject to all just exceptions.

Accordingly, the present application stands disposed of.

CM(M) 219/2023 & CM APPLs. 40106/2023, CM APPL. 40271/2023

1. The settlement agreement dated 24.08.2023 has been placed on record.
2. The Petitioner No.2 is present in person. Mr. Hiren Khullar, proprietor of M/s H.S. Apparels i.e., Petitioner No. 1 has joined through video conferencing.



3. Mr. Pradeep Kumar Jain, Special Power of Attorney (SPA) of Mrs. Pramila Jain, the proprietor of the Respondent firm is present in person in Court.

4. The parties confirm that they have executed the settlement agreement dated 24.08.2023 voluntarily and undertake to abide by the terms of the said agreement.

5. The parties state that Petitioner has already paid a sum of Rs. 10.97 lakhs prior to the execution of the settlement agreement. They state that in pursuance to the settlement agreement, the first cheque for a sum of Rs. 1.5 lakhs stand encashed by the Respondent.

5.1. The Petitioner Nos. 1 and 2 state that the balance amount of Rs. 13.05 lakhs will be paid to the Respondent *vide* three (3) cheques which are detailed in para 11(i) of the settlement agreement dated 24.08.2023. Petitioner Nos. 1 and 2 undertake to this Court that the said cheques will be honoured on presentation.

5.2. Respondent states that with the receipt of the balance amount of Rs. 13.05 lakhs, the entire decretal amount shall stand satisfied.

5.3. The Petitioners state that they will not dispose of their residential property at 3A/ 44, 22-23, WEA Karol Bagh, New Delhi – 110005 until the three (3) balance cheques are encashed by the Respondent herein. The said statement of the Petitioners is taken on record and they are bound down to the same.

5.4. The aforesaid statements of the parties are taken on record. The parties are bound down to the statement made before this Court and the settlement terms agreed between the parties *vide* settlement agreement dated 24.08.2023.



5.5. The parties have been made aware about the consequences of the breach of the undertaking given to the Court including being liable for contempt proceedings.

6. With the aforesaid directions, the present proceedings are disposed of. The pending applications stand disposed of.

MANMEET PRITAM SINGH ARORA, J
SEPTEMBER 01, 2023/msh/sk

[Click here to check corrigendum, if any](#)

