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

+ ARB.P. 133/2023

M/S CUSHMAN AND WAKEFIELD PROPERTY
MANAGEMENT SERVICES INDIA PVT. LTD. Petitioner

Through: Mr. Ravi, Advocate for Mr. Sandeep
Phogat, Advocate.

versus

M/S PRATEEK INFRATECH INDIA PVT. LTD. Respondent

Through: Mr. Akul Mehandru and Mr. Vaibhav
Mehal, Advocates.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

01.03.2024

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Learned counsel appearing for the parties submit that they have settled the matter through mediation.

2. Though, neither the report nor the settlement agreement have been received from the Mediation Centre, Mr. Akul Mehandru, learned counsel appearing for the respondent has handed-up a copy of Settlement Agreement dated 21.02.2024 ('Settlement Agreement') signed between the parties, whereby they have resolved their entire disputes for a sum of Rs. 16,02,246/-, to be paid by the respondent to the petitioner towards full-and-final settlement of all the dues that were subject matter of the present proceedings.
3. The said sum is payable by way of 04 cheques dated 29.02.2024, 30.03.2024, 30.04.2024 and 30.05.2024 of varying amounts, apart from the issuance of requisite TDS certificate/s.



4. Mr. Ravi, learned counsel appearing for the petitioner submit that they do not object to the disposal of the present matter, subject to the respondent honouring the cheques issued, as and when they fall due, as per the Settlement Agreement.
5. The Settlement Agreement is taken on record. The parties shall remain bound by the terms thereof.
6. Learned counsel for the respondent further undertakes that the respondent shall honour the cheques issued to the petitioner on their respective due dates. The statement made by learned counsel for the respondent is taken on record.
7. In the circumstances, the present petition is disposed-of, in accordance with the terms comprised in Settlement Agreement, holding that the parties will remain bound by those terms.
8. The petitioner is granted liberty to revive the petition, if any of the cheques issued, is not honoured.
9. The respondent is cautioned that non-compliance of the terms of the Settlement Agreement or dishonour of cheques, may also amount to contempt of court.
10. The petition is disposed-of.
11. Pending applications, if any, also disposed-of.

ANUP JAIRAM BHAMBHANI, J

MARCH 1, 2024

V.Rawat