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

\+ CS(OS) 70/2021, I.A. 1523/2021, I.A. 3446/2021, I.A. 5322/2021, I.A. 5388/2021

NIDHI ARORA & ANR. ..... Plaintiffs

Through: Mr. Anish Chawla, Adv.

versus

DR. DILIP ARORA & ANR. ..... Defendants

Through: Mr. Prashant Diwan, Mr. Brijesh Dwivedi, Adv. (VC).

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

O R D E R

% **18.03.2024**

Learned counsel for both the parties submits that the matter has been settled at Delhi High Court Mediation and Conciliation Centre vide settlement agreement date 05.03.2024. The settlement agreement is placed on record.

The parties have entered into the settlement dated 05.03.2024 on the following terms and conditions:

> *"1. That in place of the earlier property, the Second party has offered for sale a new property bearing no. Penthouse No. 1, Tower 7, Parsvanath La- Tropicana, Khyber Pass, Civil lines, Delhi-110054 admeasuring 3520 sq. ft.(hereinafter referred to as the "Subject property") to the First Party for a total sale consideration of Rs. 3,90,00,000/- (Rupees three crores ninety lacs only). The offer of the Second Party is accepted by the First Party after due verification and satisfaction of the subject property.*
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> *2. It is agreed by the Second Party that out of the Rs. 2,50,00,000/- (Rupees two crores fifty lacs) received by them for the earlier property, Rs. 2,00,00,000/- (Rupees two crores lacs only) will be treated as Advance Money for the*

Subject property and the remaining amount of Cash of Rs. 50,00,000/- will be returned to the First Party on the date of signing of this present Settlement Agreement. As a proof of the return of 50 lacs the First Party has already provided a duly signed Receipt for the said amount to the Second Party.

3. The Second Party has provided a Statement of Account from the Builder regarding the outstanding dues towards the subject property including all taxes and other charges to the First Party. These dues will be deducted to calculate the final balance sale consideration to be paid by the First Party to the Second Party.

4. The balance sale consideration has been paid by the First party to the Second Party on 28.02.2024.The balance sale consideration is calculated as follows:

A.	Total Sale Consideration	Rs. 3,90,00,000/-
B.	Amount to be adjusted from previous payment as stated in Clause No. 2	Rs. 2,00,00,000/-
C.	Amount to be paid by the First party at a later stage to the Builder (since the subject property is a construction linked plan)	Rs. 24,41,296/-
D.	GST to be deposited by the Second Party to the GST Authorities (a) 5% GST on 90% remaining amount – 1,09,858/- plus (b) 18% GST on 10% remaining amount – Rs. 43,943/-	Rs. 1,53,801/-
E.	TDS already deposited by the First Party	Rs. 3,65,587
	Final Balance Sale Consideration paid by the First Party to the Second Party ['A' minus (B+C+D+E)	**Rs. 1,60,39,315/-**

5. That the balance consideration of Rs. 1,60,39,315/-, as calculated from above Clause hereinabove has been paid by the 1ª party, and all the st documents for the smooth transfer of the property have been executed by the Second Party in favour of the 1" party of the Subject property and the st allotment/ownership of the subject property is transferred in the name of the First Party after receipt of payment of balance sale consideration.

6. Upon sale/transfer of subject property from Second Party to First Party, the First Party undertakes to bear the Transfer Charges payable to the Builder and after transfer of the Subject Property no consideration will remain due between the parties.

7. The Second Party shall not be responsible for any increase or decrease the price at a subsequent stage at the time of handing over of the possession by the Builder to the First party for any reason whatsoever.

8. In view of the full and final settlement of all their disputes and claims, first Party has agreed to withdraw all pending litigation against Second Party from all Courts of Delhi, including –

(i) CS (OS) 70/2021 titled 'Nidhi Arora &Anr. v. Dr. Dilip Агога & Anr. 'pending in the Hon'ble High Court of Delhi.

9. In case the Second Party has filed any case against the First party then it shall be deemed to be withdrawn.

10. The above terms and conditions are reciprocal in nature, constitute one inseparable and composite set of terms and shall be mutually binding upon all the Parties, their successors, heirs, permitted assigns and anyone acting for and on their behalf.

11. Both the Parties have signed on this Joint Memorandum of Settlement after accepting the aforesaid terms and conditions without any undue pressure, duress or coercion.

No further dispute is pending with respect to the subject suit after the present settlement.

12. That the parties hereto confirm and declare that they have voluntarily and out of their own free will arrived at this Settlement in the presence of the Mediator and their respective lawyers.

13. The parties undertake to present themselves before the Hon'ble Court confirming the terms of the Settlement Agreement.

14. That the Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

15. That the First Party can apply for refund of the court fees to which the Second Party has no objection."

Both the parties submits that the agreement has duly been acted upon.

The parties are held bound by the settlement agreement dated 05.03.2024.

In view of the submissions made, the present suit along with pending application stands disposed of as settled.

Decree sheet be drawn in terms of the settlement.

Let the court fee be refunded in accordance with law.

DINESH KUMAR SHARMA, J

MARCH 18, 2024/AR..