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

+ **CS(OS) 216/2023**

GANGA BUILDMART PRIVATE LIMITED Plaintiff

Through: Mr.Nitesh Mehra, Ms.Hitaakshi Mehra, Ms.Divya Narang, mr.Nipun Gupta, Ms.Himani Thakur and Mr.Anant Garg, Advts.

versus

SANTOSH KUMARI Defendant

Through: Mr.Thakur Sumit, Adv.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

30.04.2024

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I.A. 9540/2024 (ORDER XXIII Rule 3 CPC) & CS(OS) 216/2023

The present application has been filed under Order XXII Rule 3 read with Section 151 CPC for disposal of the present suit in terms of mediation settlement dated 27.03.2024. The settlement agreement has also been placed on record. The parties have reached on a settlement on the following terms and conditions:

1. That M/S Ganga Buildmart Pvt. Ltd. (i.e., company) has agreed and undertaken to unconditionally withdraw the Civil Suit bearing CS (OS) No. 216 of 2023 titled as M/s Ganga Buildmart Pvt. Ltd vs Smt. Santosh Kumari pending before the Hon'ble High Court of Delhi, on/or before the next date of hearing i.e.15.05.2024.
2. That the First Party further agreed and undertook that it will not initiate any further litigation and/or file any complaint regarding



the said property in future and also against the Second Party.

3. *That the Second Party has already returned the token amount of Rs. 2,00,000/- (Rupees Two Lakh Only) to the second party by way of cheque bearing no. 000086 dated 01.03.2024 drawn HDFC Bank at Adarsh Nagar, Delhi-1100033 which has been accepted by the First Party. No other/ further amount is due and payable by the Second Party to the First Party.*

4. *That both Parties agreed and undertook that they will not initiate any legal action and/or file any complaint against each other and will not raise any claim/ demand any compensation against each other.*

5. *That the Parties have settled all their disputes/differences amicably and they are left with no claim/compensation/demand against each other and also against the said property.*

6. *That both the parties to this deed of settlement undertake to cooperate with each other including but not limited to withdrawing the above said civil suit which is pending before the Hon'ble Court of Delhi and make statement before the Hon'ble High Court, in this regard.*

7. *That the Parties agreed that they have not filed any other cases/complaints/application before any court of law and any authority, against each other and against the said property.*

8. *It has been agreed by both the parties that after entering into this deed of settlement, they shall be left with no right, title, claim or interest of any nature whatsoever against each other and against the said property.*

9. *That upon execution of this deed of settlement, the First Party shall file appropriate application for withdrawal of said civil suit pending before the Hon 'ble High Court of Delhi.*

10. *That Parties undertake that they would remain personally available and appear before the Hon'ble High Court at the time of disposal/withdrawal of said civil suit and undertakes to give joint statement before the Hon 'ble High Court in this regard, if required.*

11. *The Hon'ble Court may consider refund of the court fees to the Plaintiff's counsel in terms of Section 16 of the Court Fees Act, 1870 read with Section 89 of the Code of Civil Procedure, 1908.*

12. *This Agreement has taken place without any coercion, influence, threat or duress etc. and the same has been executed with*



free will and volition by both the parties.

13. The contents & terms of this Agreement have been read over and explained to the parties by their respective lawyers and all parties after admitting the same as correct have signed/executed this Agreement in the presence of the witnesses.

14. The parties would remain bound by the terms & conditions of the Agreement and shall remain unflinchingly committed to the terms thereof.

15. It is agreed between the parties that if any dispute arise in future between the parties then the parties will make every endeavour to settle the same through the process of mediation

16. That undertaking herein shall be treated unconditional and irrevocable and made with the free will of both the parties.

Learned counsels for the both the parties submit that all the terms and conditions of settlement agreement have already been complied with.

Learned counsels for the both the parties submit that since the parties have settled the matter, the suit may be disposed of as compromised in terms of the settlement agreement.

The settlement agreement is taken on record. The parties are held bound by the settlement.

The suit along with pending application stands disposed of as compromised.

The court fee be refunded as per rules.

Next date of hearing i.e. 15.05.2024 stands cancelled.

DINESH KUMAR SHARMA, J

APRIL 30, 2024

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