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

+ **CS(COMM) 110/2021**

M/S GMR PROPERTY DEVELOPERS PVT. LIMITED AND ANR.

..... Plaintiffs

Through: Mr. Vijay Singh, Adv. (VC).

versus

J.J. CONSULTANTS PVT. LIMITED

..... Defendant

Through: Ms. Sonal Sinha, Adv. with Ms.
Shashi Gupta, Director.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

05.04.2024

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I.A. 6891/2024 & CS(COMM) 110/2021

The present application has been moved under Order XXIII Rule 3 read with Section 151 CPC for recording a compromise and passing decree in terms of the settlement agreement.

The parties have entered into an agreement dated 19.03.2024 on the following terms and conditions:

“1. That with regard to the contentions in the CS (Comm) 110/2021 and CC (C) No. 10/2022 and without admitting the claims and counter-claims of each other, the Second Party has agreed to pay to the First Party a sum of Rs. 3.75 crores (Rupees Three Crores Seventy-Five Lakhs Only) towards full and final settlement of the disputes and claims / counter- claims against each other.

2. That upon payment of the settlement amount of Rs. 3.75 crores (Rupees Three Crores Seventy-Five Lakhs Only) by



the Second Party to the First Party, nothing shall remain due and payable by the Parties to each other with regard to their respective claims and counter-claims in the CS (Comm) 110/2021, said application bearing I.A. No. 3567/2021 and CC (C) No. 10/2022 as well as the subject-matter of disputes with respect to the said claim and counter-claim.

3. That the Parties agree that they shall file a joint application before the High Court of Delhi in CS (Comm) 110/2021 and CC (C) No. 10/2022 for taking this settlement agreement on record and get the said suit decreed CS (Comm) 110/2021 in terms of the settlement agreement mutually agreed between the Parties.

4. That it is mutually agreed between the Parties that on the date of hearing of the said joint application before the Hon'ble High Court of Delhi, the Second Party shall hand over a cheque for. the sum of Rs. 3.75 crores in favour of GMR Enterprises Private Limited. It is further agreed that the Second Party will record its statements for withdrawal of CC (C) No. 10/2022. It is agreed that the cheque in the name of GMR Enterprises Private Limited has been issued as per the request of the First Party and GMR Property Developers Private Limited has no objection in this regard.

5. That the Second Party assures and will undertake before the Hon'ble High Court that the cheque for Rs. 3.75 crores to be handed over to the First Party, shall be duly honoured and encashed upon presentation by the First Party. In case of dishonour of the said cheque, the First Party shall be at liberty to take appropriate action against the Second Party as per law. It is also agreed that the parties shall request the Hon'ble Court. to fix a date for reporting the compliance of the settlement agreement after a week from passing the decree in CS (Comm) 110/2021.

6. That both the Parties represent and assure each other that apart from the suit and the counter-claim i.e. CS



(Comm) 110/2021 and CC (C) No. 10/2022, there is no other suit, complaint, application, FIR, claim, etc. or any other litigation filed or pending against each other with regard to the subject- matter of dispute.

7. That it is hereby agreed by the Parties that upon encashment of cheque of Rs. 3.75 crores by the First Party, all the disputes, differences and litigations between the Parties which are subject-matter of CS (Comm) 110/2021 and CC (C) No. 10/2022 i.e. First Party's claim of inter alia recovery of Rs. 8 Crore along with interest and Second Party's counterclaim inter alia of Rs. 12 Cr. along with interest shall stand settled and withdrawn and that the Parties shall not file any complaint, petition or application, criminal or civil, in any form against each other, in future.

8. That the First Party undertakes and assures that upon encashment of the Cheque of Rs. 3.75 crores by the First Party, the First Party shall not, in future, challenge or assail the sale of the demised property by the Second Party in favour of M/s. Aashiaak Procon Private Limited by virtue of the registered Sale Deed dated 24.06.2021 in any Court of Law and that the First Party have no-objection in the peaceful use and enjoyment of the demised property by M/s. Aashiaak Procon Private Limited.

9. That the parties hereto agree and accept that they shall remain bound by the terms of this settlement agreement and the Party which commits breach thereof shall be liable to indemnify to the other Party/ies for the loss, if any, suffered by the said Party/ies.

10. That the Parties have entered into this settlement agreement out of their own free will and volition and without any exercise of pressure, force, coercion or undue influence. The parties shall remain bound by the aforesaid terms and conditions and undertake to abide by the same.”

The plaintiff says that he has already received the settlement amount



of Rs. 3.75 Crores vide check bearing No. 0000560 in the name of GMR Enterprises Pvt. Ltd. dated 20.03.2024 for a sum of Rupees Three Crore Seventy-Five Lakh Only drawn from HDFC Bank handed over on the last date of hearing and the same has duly been encashed.

Both the parties submit that the counter claim of CC (C) No. 10/2022 has also been finally and mutual settled in between the parties.

The parties are held bound by the terms and conditions of the settlement executed between them.

Let the settlement agreement be taken on record.

In view of the settlement between the parties, the present suit stands disposed of as compromised.

Decree sheet be drawn in accordance with the settlement agreement dated 19.03.2024 and settlement arrived at in CC(C) No. 10/2022.

Court fee be refunded as per rules.

In view of the settlement between the parties, the suit along with pending applications, if any stands disposed of as compromised.

DINESH KUMAR SHARMA, J

APRIL 5, 2024/AR..