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

+ OMP (ENF.) (COMM.) 76/2022 and EX. APPL.(OS) 3338/2022 (for preponement of hearing)

ROHIT GUPTA & ANR.

.....Decree Holders

Through: Mr. Amit Goel, Adv.

versus

ANAND DIVINE DEVELOPERS PRIVATE LIMITED & ANR.

.....Judgement Debtors

Through: Mr. Kashish Bansal, Adv. (through v/c)

Mr. Gautan Singhal, Adv. for ICICI Bank Ltd. (through v/c)

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

% **07.11.2024**

1. The parties have placed on record an Agreement to Sale and Purchase dated 28.10.2024 (hereinafter referred as "*the agreement*"), that has been executed pursuant to the settlement arrived at between the parties. A Memorandum of Understanding dated 28.10.2024 (hereinafter referred as "*MoU*") has also been executed between the Decree Holder and Judgment Debtors.

2. Respective counsel for the decree holder and judgment debtors submit that the disputes between the parties stand resolved in terms of the Agreement and the MoU.

3. Learned counsel for judgment debtors, on instructions, undertakes to abide with the terms of the MoU, particularly Clause – 7 thereof, which records as follows:



“7. That it is the responsibility of the Second Party and the Third Party to ensure that the Buyer fulfils its obligations to pay the Total Sales consideration under the Agreement to Sell to the First Party (i.e. amount payable to the First Party as well as ICICI Bank towards loan closure) within 60 days of execution of the Agreement to Sell. In case of failure on the part of the Buyer to pay the Total Sales Consideration, the balance of the Buyer of the Total Sales Consideration shall be paid by the Second Party which shall be recoverable by the Confirming Parties from the Buyer.”

4. It is assured and undertaken that the requisite payments to the decree holder shall be made in terms of the MoU and if there is any default on the part of the judgment debtors in this regard, the same shall amount to breach of an unconditional undertaking to this Court, to be treated as egregious contempt of orders of this Court, warranting appropriate action under the Contempt of Courts Act, 1971, besides entailing other consequences in terms of the MoU.

5. Taking on record the aforesaid undertaking, the present petition is disposed of.

SACHIN DATTA, J

NOVEMBER 7, 2024/cl