



2024:DHC:3162



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

+ **EX.F.A. 13/2023**

RAJESH SARBALIA & ANR.

..... Appellants

Through: Mr. J.S. Kohli and Mr.
Himanshu Verma, Advs.

versus

SATISH KUMAR KHOSLA & ANR.

..... Respondents

Through: None

+ **EX.F.A. 18/2023**

PARVEEN KUMAR GANDHI & ANR.

..... Appellants

Through: Ms. Kiran, Advocate

versus

SATISH KUMAR KHOSLA & ORS.

..... Respondents

Through: None

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (O R A L)

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22.04.2024

1. The dispute between the parties were referred to mediation before the Delhi High Court Mediation and Conciliation Centre with whose intervention, the dispute stands settled *vide* settlement agreement dated 16 August 2023 which has been placed on record.

2. The respondents are absent today as well as on the last date of hearing. They have, however, appended their signatures to the settlement agreement.

Signature Not Verified

Digitally Signed By: AJIT
KUMAR
Signing Date: 23.04.2024
16:06:23

EX.F.A. 13/2023 & EX.F.A. 18/2023

Page 1 of 4

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HARI SHANKAR
Signing Date: 23.04.2024
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3. The terms of settlement read thus:

“1. It has been agreed between the Parties during the settlement that the Second Party namely Rajesh Sarbalia and Yogesh Sarbalia would pay the First Party a sum of Rs. 34,00,000/- (Rupees Thirty Four Lakhs Only) through Demand Drafts of Rs. 17,00,000/- (Rupees Seventeen Lakhs Only) each dated 02.08.2023 bearing nos. 506002 and 506003 drawn on ICICI Bank, Gandhi Nagar, New Delhi (Copy of the, same is annexed herewith as Annexure, A) in respect to the satisfaction of the Judgment & Decree dated 08.10.2016 passed by the Ld. ADJ, Shahdara District, Delhi in suit titled as 'Satish Kumar Khosla Vs Gurdeep Singh', as full and final settlement towards all his claims in respect of the money decree and. consequential relief arise therefrom.

2. In lieu of the settlement so arrived between the parties, First Party on receipt of the settlement amount would withdraw all the pending court cases filed against the Third Party namely Sh. Gurdeep Singh before different forums of law and left with no claim against him or against any person from second party. The First Party further agrees that he will record his satisfaction to the decree dated 08.10.2016 in Execution Petition No. 43/2018 pending before Ld. ADJ, Shahdara District, Karkardoma Court, Delhi after receipt of the settled amount as stated hereinabove.

3. It is agreed that the First Party on receipt of the settlement amount would withdraw the pending court case U/s 138NI Act filed against Mr. Gurdeep Singh titled as 'Satish Kumar Khosla Versus Gurdeep Singh' Ct. Case No.59246/2016 pending before Ld. Metropolitan Magistrate, East District, Karkardooma Court Delhi listed for 28.08.2023 and also withdraw the Execution Petition titled as 'Satish Kumar Khosla Versus Gurdeep Singh' Ex. No.43/2018 listed for 08.09.2023 pending before Ld. ADJ, Shahdara District, Karkardooma Courts, Delhi. That the court fee (if any) in same may also released subject to the permission of the Hon'ble Court.

4. It is agreed that the First Party would give up all his claims with respect to the decree dated 08.10.2016 against the Party of the third part and also all claims in respect of the property bearing municipal no. IX/7092, Kabul Market, Guru Nanak Gali, Gandhi Nagar, Delhi-110031.

5. It is also agreed that the Second Party would withdraw all the Appeals or any other case filed before the Hon'ble High Court of Delhi against the order dated 15.04.2023 by the Ld. ADJ, Shahdara District, Delhi in Execution Petition bearing no. 43/2018.

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Page 2 of 4

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2024:DHC:3162



6. It is also agreed between the Parties that they will be bound to the present Settlement Agreement on record in all the cases Civil or Criminal referred within this settlement Agreement in furtherance of accommodating in withdrawal of the same.

7. By signing this Settlement Agreement, the parties hereto state that they have no further claim or demands against each other, with respect to each other and all the disputes and differences have been amicably settled by the parties hereto through the process of mediation.

8. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at the present Settlement Agreement in the presence of the Mediator and their respective counsel.

9. The parties hereto state that they have no further claims, demands against each other as all the disputes and differences between the parties have been amicably settled hereto.

10. The Parties hereto hereby agree to act in good faith in relation to the performance of each Party's obligations under this Settlement Agreement and not to make any false statements against each other.

11. That the First Party shall pray before this Hon'ble Court for refund of court fee under section 16 of the Court Fees Act, 1870 in view of this Settlement Agreement.

12. The parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future."

4. The Court has perused the terms of settlement and find them to be lawful and in order.

5. As such, the dispute between the parties do not survive for consideration.

6. These appeals stand disposed of in terms of the aforesaid



2024:DHC:3162



settlement agreement dated 16 August 2023 by which the parties shall remain bound.

7. However, as the respondents are absent, this order shall be subject to the right of the respondents to move for modification, if need be.

C. HARI SHANKAR, J.

APRIL 22, 2024

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Click here to check corrigendum, if any

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Page 4 of 4

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