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

+ **CS(OS) 246/2022, I.A. 10383/2023**

SMT. BABITA GOEL

..... Plaintiff

Through: **Mr. Raj Singh Rana, Ms.Monika
Rana, Ms.Arti, Advs.(VC)**

versus

M/S ALYSSUM INFRABUILDER LLP & ORS. Defendants

Through: **Ms. Abhiti Vachher, Mr. Akshat
Vachher and Mr. Jaswinder
Choudhary, Advs.**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

02.04.2024

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1. The present suit was filed for specific performance of the agreement dated 24.07.2021 executed in between the parties with consequential relief of possession, along with a permanent injunction.
2. Learned counsel for the plaintiff submits that the matter has been amicably settled between the parties at Delhi High Court Mediation and Conciliation Centre, Delhi.
3. The settlement agreement dated 05.01.2024 was recorded at Delhi High Court Mediation and Conciliation Centre, Delhi on the following terms and conditions;

“1. That the second party has agreed to make payment of an amount of Rs 1,25,00,000/- (One Crores twenty five lakhs only) as full and final settlement amount to the First party in following manner :

a. Rs 1,00,00,000/- (Rupees One Crore Only) which has been received by the first Party from the second party already and receipt whereof is acknowledged by the First Party.



b. Rs 25,00,000/- (Rupees Twenty Five lakhs Only) by way of bank cheque / bank draft bearing No. 171404 dated 04.01.2024 drawn on Punjab National Bank, Sahibabad, UP in favor of the First Party which is being handed over to the First party by the second party at the time of signing of this Settlement Agreement.

Copy of the above draft is annexed herewith as ANNEXURE F.

2. That the first party is fully satisfied with the receipt of full and final settlement amount of Rs. 1,25,00,000/- against all her demands , claims including interest ,damages , cost whatsoever as prayed in the aforesaid Suit bearing CS (OS) No. 246/2022.

3. That the above amount of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) paid by aforementioned Demand Draft which is being handed over today to the First Party vide the abovementioned demand draft is being paid by Defendant No. 1 for and on behalf of Mr. Harsh Gupta to whom the said amount had been remitted by the First Party at, the time of execution of the Agreement to Sell. The parties to the present agreement do not have, any objection to this arrangement.

4. That the first party agreed that after the recording of the settlement and signing of the settlement statement / agreement under the mediation proceeding, the first party shall withdraw/dismiss or effect dismissal of any claims existing or pending litigation in any jurisdiction arising out of the Agreement to Sell dated 24.07.2021, including (a) suit bearing No. CS(OS) No. 246/2022, titled "Babita Goel Vs Alyssum Infrabuilders LLP &Ors pending before the Hon'ble High Court of Delhi (b) Ct Case No. 7956/2022 under Section 156(3) CrPC titled "Babita Goel Vs Alyssum Infrabuilders LLP & Ors pending before Rohini District Court by taking all steps including the deposition of statement within seven days. The First Party has assured the Second Party that a requisite application for withdrawal of the above stated Compliant Case shall be filed in the Rohini District Court within 10 days of signing of the present Settlement Agreement.



5. That the parties agreed that pursuant to execution of the present Settlement Agreement, the aforesaid agreement to Sell dated 24.07.2021 stands terminated and the First Party shall be left with no right, title, claim and/or interest in the same and in the plot in question.

6. That in the event of violation of any terms of the present the Second party shall also have liberty to file / refer the present settlement before any court of law or department /authority as and when required to secure its interest & rights upon the subject property.

7. The first party hereby irrevocably releases and forever discharges the Second party from any present or any future claims arising out of the agreement to Sell dated 24.07.2021.

8. That the first party directly or indirectly shall not create any obstruction, dispute over the subject property & shall not be involved in any activities which frustrate the right & title of the subject property in Favor of the second party at any time in future.

9. The Parties agree and undertake not to file any cases, civil or criminal, against each other upon execution of the present Settlement Agreement.

10.Both the parties agree and undertake to be bound by the terms of the present Settlement Agreement. The parties further agree and undertake that they shall not resile from or dispute this Settlement Agreement in future. In the event of violation of any of the terms of the present Settlement Agreement by any party/parties herein the aggrieved party/parties shall be free to take steps available to them under law.

11.The parties agree that the contents of the present Settlement Agreement have been fully explained to both the parties, who are the signatories to this Settlement Agreement and the said signatories have fully examined and considered the said terms and conditions and have given their consent with their own freewill, volition and without any pressure, coercion or influence in any form.



12. That the contents of the present settlement agreement have been read over to both the parties in their vernacular language (Hindi) by the mediator and both the parties have understood and agreed to the same.

13. By signing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other, and all the disputes and differences have been amicably settled by the parties hereto through the process of Mediation.”

4. Both the parties submit that the terms and conditions of the settlement agreement dated 05.01.2024 have been fulfilled except withdrawal of complaint case No. 7956/2022 under Section 156(3) CrPC titled "Babita Goel Vs Alyssum Infrabuilders LLP & Ors pending before Rohini District Court.
5. Learned counsel for the plaintiff undertakes to withdraw the complaint case no. 7956/2022 under Section 156(3) CrPC titled "Babita Goel Vs Alyssum Infrabuilders LLP & Ors. and seeks permission to withdraw the present suit in view of the settlement agreement.
6. In view of the submissions made above, the present petition along with the pending application is dismissed as withdrawn as the matter is amicably settled.
7. Both parties are held bound by the terms and conditions of the settlement agreement dated 05.01.2024.
8. The Court fees be refunded as per the rules.

DINESH KUMAR SHARMA, J

APRIL 2, 2024/Pallavi