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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 318/2022 & I.As. 8776/2022, 2171/2023, 2172/2023,**
22209/2023, 22210/2023

GRACE LALMALSAWMI AND ANR Plaintiffs

Through: Mr. Shouib Khan, Mr. Prince
Kathuria, Mr. Abdullah Shahid, Mr.
Ashish Sapra and Mr. Dinesh Sapra,
Advts. (M: 8860141196)

versus

MANISHA ISRANI AND ANR Defendants

Through: None.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **24.05.2024**

1. This hearing has been done through hybrid mode.
2. The present suit relates to an agreement to sell dated 24th April, 2019 in respect of one shop and certain portions of property bearing No.S-18, Green Park Main Market, New Delhi.
3. The disputes between the parties have been resolved. The Settlement Agreement dated 2nd May, 2024 is placed on record. The parties are described in the Settlement Agreement as under:

1	Smt. Grace Lalmalsawmi D/o Shri C. Dothanga W/o Mr. Khanthang Tonsing	<i>First Party</i>
2	Shri Khanthang Tonsing S/o Late Shri Phungzathang Tonsing	
3	Smt. Manisha Israni W/o Shri Vijay Israni	<i>Second Party</i>
4	Shri Vijay Israni S/o Late Shri Kesumal Israni	



4. As per the settlement, the Second Party is confirmed to have received from the First Party a sum of Rs.5.85 crores. The sale deed is also stated to have also been executed in favour of the Plaintiffs. The settlement terms are contained in paragraphs 1 to 14, which are extracted below:

“1. That both the parties have resolved their issues amicably and mutually.

2. That the full and final settlement amount of Rs.5,85,00,000/- (Rupees Five Crore Eighty Five Lakhs Only) has been received by the Second Party from the First Party towards full and final settlement of all the claims of the Second Party. Nothing remains to be paid by the First Party to Second Party and this is final irrevocable settlement, binding upon both the parties.

3. That the Second Party had already given the possession and executed the sale deed in favour of First Party in respect of One Shop Bearing No.2 on the Right Side While Facing the Building (without Basement Rights) Measuring 9 Feet in Width x 60 Feet in Length (including front Verandah) along with 15% undivided, indivisible and impartible ownership rights in the said plot land measuring 160 sq. Yds. bearing No.S-18, situated at Green Park (Main Market), New Delhi, on 26.12.2023, having registration No. 11,475, in Book No. 1, Vol No. 5,887, on Page-86 to 113, with Sub Registrar SR V A Hauz Khas, New Delhi.

4. That First Party has become the absolute owner and in the possession of the above said property, thereby, second party will have no right, title or interest left with it in the above said property.

5, The First Party shall sign the required documents for withdrawal of complaints pending before E.O.W and withdraw C.S. Number 318/2022 titled "Grace Lalmalsawmi & Others V/s Manisha Israni & Others" the on or before 24.05.2024.

6. That the First Party shall withdraw the present suit



being CS (OS) 318/2022 in terms of the present Settlement Agreement.

7 That it is agreed between the parties that if the Second Party has filed any n case/ complaint/ proceedings before any Court/ Tribunal / Authority against the First Party, then he shall without any protest, demur or further

demands withdraw the same immediately in terms of the present Settlement Agreement.

8 That none of the Parties shall press or pursue any complaints against each other and no financial amount is payable by either party to each other.

9. That both the parties have signed this Settlement Agreement without any pressure, coercion and with their own wishes and will to settle their dispute and differences.

10. That it is agreed between the parties that if any party defaults any of the terms mentioned in the present settlement agreement, then he shall be table to Contempt of Court as per the Contempt of Courts, Act, 1971.

11. The Hon'ble Court may pass appropriate orders in view of this Settlement Agreement including refund of court fee under section 16 of the Court Fees Act, 1870 read with Section 89 of CPC to the First Party and the Second Party shall have no objection to the same.

12. The Settlement Agreement has been read over and explained to the parties in their vernacular by the mediator and the respective counsel and the parties have agreed and understood the same.

13. By signing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other qua the present suit and have settled their disputes and differences amicably through the process of Mediation. That both the parties will not file any criminal or civil case against each other in future qua the present dispute.

14. The Parties undertake that they are bound by the



present Settlement Agreement and further undertake to abide by the terms and conditions as set out in the Settlement Agreement and not to dispute the same hereinafter in future.”

5. The Court has perused the settlement terms. The same are lawful and there is no impediment in recording the terms. The Settlement Agreement dated 2nd May, 2024 has been signed by all the parties, their respective counsels as also the Id. Mediator. Accordingly, the suit is decreed in terms of paragraphs 1 to 14 of the Settlement Agreement dated 2nd May, 2024. All parties and anyone else acting on their behalf shall be bound by the terms of the Settlement Agreement dated 2nd May, 2024. Let the decree sheet be drawn accordingly. Settlement Agreement dated 2nd May, 2024 shall form part of the decree.

6. The suit is decreed and disposed of. All pending applications are also disposed of.

PRATHIBA M. SINGH, J.

MAY 24, 2024/dk/dn