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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 409/2020 and I.A. 5892/2023**

RAHUL JAIN

..... Plaintiff

Through: Mr. Jitender Chaudhary & Ms. Shilpa
Chohan, Advs. (M: 9811391760)

versus

NEENA SAIGAL & ANR.

..... Defendants

Through: Mr. Pulkit Aggarwal, Adv. for D-1.
(M: 9999801490)
Mr. Attin Shankar Rastogi, Mr.
Rajesh Ranjan, Mr. Shivkant Arora,
Mr. Archit Chauhan & Mr. Adil
Vasudeva, Advs. for D-2. (M:
8104624477)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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16.05.2024

1. This hearing has been done through hybrid mode.
2. The present suit has been filed by the Plaintiff seeking specific performance directing Defendant Nos. 2 and 3 to execute and register the sale deed pertaining to property bearing no. G-26, Ground Floor, Ashok Vihar, Phase-1, Delhi-110052.
3. On 19th February, 2024, the following order was passed by the Court.

“4. In terms of the arbitration award dated 7th December, 2023, Defendant No.2 is to be paid a sum of Rs.35 lakhs. It appears that the parties can resolve the disputes and the sale deed can be executed in favour of the Plaintiff. It is made clear that if any sale deed is to be signed by Defendant No.2, it could only be done on the basis of payment of Rs. 35 lakhs at the time of registration of the sale deed. No documents in respect



of the property shall be executed between Plaintiff and Defendant no.1 without payment of Rs. 35 lakhs to the Defendant no.2. If the said payment is made, the Defendant no.2 shall not cause any impediment and shall cooperate in ensuring that the title is duly transferred to Plaintiff, in respect of the Ground Floor.

5. List this matter before Delhi High Court Mediation and Conciliation Centre on 20th February, 2024 at 3:00 p.m.”

4. The Plaintiff-Mr. Rahul Jain and Defendant No.1-Ms. Neena Saigal have resolved their disputes. Both the parties have reported today that they have entered into a settlement vide Settlement Agreement dated 22nd March, 2024. The terms are contained in paragraphs 1 to 18 of the Settlement Agreement. The terms of the settlement have been perused. The same are lawful and there is no impediment in recording the settlement. The Settlement Agreement has been signed by all the parties and their respective Counsels as also the Id. Mediator. In terms of the settlement, all the parties and anyone else acting on their behalf shall be bound by the terms of the settlement.

5. Insofar as the key of the third floor terrace is concerned, it is agreed that the same is with the Defendant No.1 *i.e.*, Ms. Nirmala Verma. However, whenever the Plaintiff would need access to the third floor, the access shall be given without any impediment.

6. In view of this settlement, the Plaintiff wishes to withdraw the present suit. It is made clear that the parties and anyone acting for and on their behalf shall remain bound by the terms of the settlement. In view of the fact that the matter is has been settled amicably at an early stage of the suit, the full court fee is directed to be refunded to the Plaintiff through counsel in



terms of the judgment in *Nutan Batra v. Buniyaad Builders* [(2018) 255 DLT 696].

7. The suit is disposed of as withdrawn in view of the settlement. All the pending applications are also disposed of.

PRATHIBA M. SINGH, J.

MAY 16, 2024/dk/bh