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

+ **O.M.P.(I) (COMM.) 260/2023**

MR. GAGANDEEP SINGH GANDOK Petitioner

Through: Mr.Mayank Bansal, Adv.
Mr.Samdarshi Sanjay, adv. vc.

versus

SSG KAILASH HOTELS AND RESORTS LLP & ORS.

..... Respondent

Through: Mr.Shashank Khurana, adv. (through
VC) and Mr.Deepak Verma, advt.

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
18.01.2024

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The present petition was filed under Section 9 of the Arbitration and Conciliation Act. However, subsequently, the matter has been settled at Delhi High Court Mediation and Conciliation Centre vide settlement agreement dated 09.01.2024 on the following terms and conditions:

1. That the second party here in will give Rs. 1,00,00,000/- (Rupees One Crore Only) to the three partners of the LLP i.e. 1. Sh. Sharad Mishra S/o Sh. Uday Kant Mishra R/o D-120, Kabir Marg, Jaipur, Rajasthan- 302016 2. Sh. Anand Mishra S/o Uday Kant Mishra R/o D-120, Kabir Marg, Jaipur, Rajasthan-302016 and 3. Sh. Abhishek Mishra S/o Uday Kant Mishra R/o D-120, Kabir Marg, Jaipur, Rajasthan-302016. Out of the said sum of money, 50% of the amount shall be made at the time of signing of the present SETTLEMENT AGREEMENT upon which the first party that is the LLP shall be dissolved by the respective designated partners by way of a



resolution duly signed and endorsed by all the partners of the first party. The first party will also by way of a resolution, duly signed and endorsed by all the designated and other partners, affirm and declare that the property in question is free from any encumbrance, mortgage, lien, or any other sort of charge at the time of signing of the present SETTLEMENT AGREEMENT. The balance payment of 50% shall be paid by the Second Party to the above partners within a period of 90 days from the date of signing of the present Settlement Agreement. However, the original papers of the property in question shall be handed over by the LLP's Designated Partners to the Second party on receiving the 50% payment and its shall be the personal liability of the Second Party to make the balance 50% payment within the period of 90 days from the date of signing of the present Settlement Agreement.

2. That the designated partners of the first party will also execute affidavits to the effect that none of the designated partners in capacity of the designated partners of the LLP or the LLP will have any right title or interest in the property in question with effect from the date on which the present SETTLEMENT AGREEMENT has been signed and executed.

3. That upon the dissolution of the first party, the ground floor of the property in question, including the right to construct an occupied entire basement below the ground floor/stilt parking in future along with 32.5% of the complete land share shall be sold by executing a registered sale deed in favour of the second party by the third party herein or in the name as nominated by the second party for a total sale consideration of Rs.3,65,00,000/-(Rupees Three Crores Sixty Five Lacs only). Out of the sale consideration the Third Party has already received a sum of Rs.82,12,000/- (Rupees Eighty Two Lacs Twelve Thousand only) which the Second and Third Party duly affirms and acknowledges. At the time of signing of this SETTLEMENT AGREEMENT the Second Party has paid Rs.82,88,000/- (Rupees Eighty Two Lacs Eighty Eight Thousand only) to the Third Party vide Pay Order No. 040348 dated 04.01.2024 drawn on Axis Bank (Copy of the Pay order is Annexed, with the SETTLEMENT, AGREEMENT AS ANNEXURE-B). The balance sale consideration of Rs.2,00,00,000/- (Rupees Two Crores



only) will be paid by the Second Party to the Third Party at the time execution of the Sale Deed and handing over the physical possession of the entire ground floor on or before 60 days from the date of signing of the SETTLEMENT AGREEMENT.

4. That upon the signing of the present SETTLEMENT AGREEMENT the First Party shall stand dissolved for all purposes and the formalities of dissolution etc. would be completed simultaneously by the Partners of the said First Party. Further, the entire first and second floor of the property in question, along with 45% of the complete land share shall be sold by executing a registered sale deed in favour of the Fourth party by the third party herein or in the name as nominated by the Fourth party for a total sale consideration of Rs.6,17,00,000/- (Rupees Six Crores Seventeen Lacs only). Out of the sale consideration the Third Party has already received a sum of Rs. 15,00,000/- (Rupees Fifteen Lacs only) which the Third Party duly affirms and acknowledges. The balance sale consideration will be paid by the Fourth Party to the Third Party at the time execution of the Sale Deed and handing over the physical possession of the entire First and Second floor on or before 60 days from the date of signing of the SETTLEMENT AGREEMENT.

5. That the parties to the SETTLEMENT AGREEMENT acknowledge and affirm that the remaining portion of the property in question i.e. terrace over the Second Floor will remain in the ownership and possession of the Third Party with 22.5% of the complete land share. The Third Party affirms and undertakes that he will vacate the property in question i.e. E-8, Greater Kailash Part-1, New Delhi-110048, on or before 30th January, 2024.

6. That the Second, Third and Fourth Party affirm and acknowledge that the said three parties have also executed a Construction Agreement along with the SETTLEMENT AGREEMENT for the reconstruction of the property in question (construction agreement is annexed with this SETTLEMENT AGREEMENT as ANNEXURE-C). It has been acknowledged and affirmed by the parties to this SETTLEMENT AGREEMENT that the reconstruction of the property is the primary reason for arriving at the present SETTLEMENT AGREEMENT and the parties acknowledge, affirm and undertake



the compliance of the Construction Agreement in its entirety. Further the said construction agreement will govern the right of the said three parties to this clause in the following manner:

A. The Second Party will get hall in entire basement and on ground floor with 4 car parkings in stilt/parking area of the newly constructed building alongwith 32.5% land share.

B. The Third Party will get entire Third Floor with terrace over the Third floor along with 3 car parking on stilt/ parking floor, with 22.5% land share.

C. The Fourth Party will get the entire first and Second Floor of the newly constructed building with balance area of the stilt/ parking floor with 45% land share.

7. That the original documents of the property are in custody of the First and Second Party and the same will be handed over to the Fourth Party at the time of execution of the Sale Deed and handing over of the possession of the ground floor to the Second Party as per the present SETTLEMENT AGREEMENT.

8. That the parties to this SETTLEMENT AGREEMENT acknowledge and affirm that all the disputes which were pending between the designated partners of the LLP qua the property in question stands settled by way of the present SETTLEMENT AGREEMENT. It has been further affirmed and acknowledged that the pending police complaint at PS: Greater Kailash and the petition filed under section 9 of the Arbitration and Conciliation Act, 1996 bearing 'Case number OMP (I)(Comm) 260 of 2023 pending before the Hon'ble High Court of Delhi shall be withdrawn in terms of the present settlement. It has been made clear to the parties to the SETTLEMENT AGREEMENT that in case any of the party violates/fails to comply with the terms of the present SETTLEMENT AGREEMENT, the aggrieved parties will be at liberty to initiate contempt proceedings as per Law before the Hon'ble High Court of

Delhi.

9. That the first party and the third party, affirms and acknowledges that there are no other litigation/mortgage/disputes/ encumbrances



of any nature, whatsoever pending, the property in question, and if any such litigations/mortgage/disputes/encumbrances of any nature, whatsoever, the property in question or disclosed or discovered by the second or the fourth party, then the second and fourth party will have the right to prosecute the first and the third party here in accordance with law and also proceed under the relevant provisions of the Contempt of Courts Act.

10. That the First and third party further affirms and acknowledge that they have not executed any documents whether registered on and registered with respect to the property in question, and in any case, even if any such documents have been executed by the First and the third party the same shall be deemed to be null and void upon the signing of the present SETTLEMENT AGREEMENT. It has been further represented by the third party that upon the signing of the present SETTLEMENT AGREEMENT, the third party shall not create any right title or interest in the property in question, with regard to the share of the second and fourth party in the property in question as envisaged in the present SETTLEMENT AGREEMENT.

11. That the third party further affirms and acknowledges that upon the receipt of the entire amount as has been envisaged in the present SETTLEMENT AGREEMENT on or before the date mentioned in the present SETTLEMENT AGREEMENT, the third party his heirs, assigns, representatives etc. will left with no right title or interest whatsoever with respect to the floors and shares of the second and fourth party in the property in question as mentioned in the present SETTLEMENT AGREEMENT and will also not create any hindrance or dispute in future with respect to the said right of the second and the fourth party in the property in question including the right, which will accrue upon reconstruction of the property in question as mentioned in the present SETTLEMENT AGREEMENT.

12. That the copy of the present SETTLEMENT AGREEMENT and all the annexures thereto especially the construction agreement shall become the part of the mediation settlement, and thereafter the same shall also become the part of the court record of the aforesaid pending case before the Hon'ble High Court of Delhi and all the parties shall request the Hon'ble Court to dispose the pending case



in terms of the present settlement and pass a decree accordingly. It is further made clear that the parties to this SETTLEMENT AGREEMENT will also make an endeavor and request to the Hon'ble Court to record in the order that any party violating any of the terms of the present SETTLEMENT AGREEMENT shall be liable for action under the provision of Contempt of Court Act for which the aggrieved party can approach the concerned Court of law for appropriate action accordance with law.

13.That the present SETTLEMENT AGREEMENT and its terms and conditions have been entered, and executed between the parties, with their free consent, without any force, coercion, undue influence, misrepresentation, or mistake, both law in fact in any form and statement. It is declared by all the parties that the present SETTLEMENT AGREEMENT has correctly recorded the said agreed terms which are without any inducement or coercion from any comer whatsoever.

14.That in order to maintain confidentiality, it has been agreed and acknowledged by the parties . To the present SETTLEMENT AGREEMENT that the terms of the present SETTLEMENT AGREEMENT shall not be disclosed to any other, party except before any Court of law or any other competent authority as the case maybe.

15.That the parties have agreed that the present SETTLEMENT AGREEMENT supersedes all the written/oral agreements and understanding between the parties and the rights and liabilities between the parties shall be governed by the terms of the present SETTLEMENT AGREEMENT.

16.That the annexures annexed with this SETTLEMENT AGREEMENT especially the construction agreement will be deemed to be part and parcel of this SETTLEMENT AGREEMENT.

17.By signing this Settlement Agreement, the parties hereto state that all the disputes and differences between them have been amicably settled through the process of Mediation.

Learned counsel for the respondent submits that the matter has been



settled between the parties in terms of the settlement agreement dated 09.01.2024.

In view of the submissions made, the petition stands disposed of being settled.

Parties are held bound by the settlement agreement as well as the annexures.

DINESH KUMAR SHARMA, J

JANUARY 18, 2024

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