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

+ **O.M.P.(I) (COMM.) 267/2023**

THE RUG REPUBLIC

..... Petitioner

Through: Ms. Neetika Bajaj and Mr. Siddhant
Puri, Advs. (M: 98109 40064).

versus

MR UTTAM DAVE & ORS.

..... Respondents

Through: Mr. Kush Chaturvedi, Mr. Gaurav
Adusumalli and Mr. Syed Faraz
Alam, Advs. for R-1&2. (M:
9818508421)

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AND

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O.M.P.(I) (COMM.) 268/2023

MR ADITYA GUPTA

..... Petitioner

Through: Ms. Neetika Bajaj and Mr. Siddhant
Puri, Advs.

versus

DOOGANI HOTELS AND RESORTS & ORS. Respondents

Through: Mr. Kush Chaturvedi, Mr. Gaurav
Adusumalli and Mr. Syed Faraz
Alam, Advs. for R-2&3.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **01.05.2024**

1. This hearing has been done through hybrid mode.
2. The present petitions are filed by the Petitioners-The Rug Republic and Mr. Aditya Gupta under Section 9 of the Arbitration and Conciliation Act, 1996. The Petitioners vide the present petition are, *inter alia*, seeking to restrain the Respondents-Mr. Uttam Dave, Ms. Shalini Dave and Doogani



Hotels and Resorts from creating any third party rights as well as to handover the possession, of the properties (*hereinafter collectively, 'Properties'*) being -

- i) Main Building, situated at Dhugani Village – Shyamkhet, Block – Ramgarh, Tehsil- Nainital, District- Nainital, Uttarakhand -263132, with a total area admeasuring 1,800 square yards and one building thereon admeasuring 8,152 square feet and
- ii) Luxury Villa, situated at Dhugani Village – Shyamkhet, Block – Ramgarh, Tehsil- Nainital, District- Nainital, Uttarakhand -263132, with a total area admeasuring 1,200 square yards and one building thereon admeasuring 6,424 square feet;
- iii) Vanamala Villa being property situated at Dhugani, Village – Shyamkhet, Block – Ramgarh, Tehsil – Nainital, District – Nainital, Uttarakhand – 263132, with a total land area admeasuring 812 square yards and one building thereon admeasuring approximately 3634 square feet
- iv) Staff Quarters being 200 sq. yards of land variously referred to as “benaap” land or “UP Land” near the Vanamala Villa;

3. The Id. Counsel for the parties submit that they have resolved their disputes and the application being *I.A.____ (to be numbered)* has been filed which contains the settlement agreement. However, the said application is not on record.



4. A copy of the application has been placed on record. The same is taken on record. The application discloses that the Settlement Agreement dated 7th December, 2023 (*hereinafter, 'settlement agreement'*) has been executed between the parties. The terms of settlement are contained in paragraph 1 to 15 of the settlement agreement. The terms *inter alia* state that Properties as also the additional built-up areas and building admeasuring approximately 902.45 sq ft being the laundry building, pre preparation area, etc., located on the Benaap land will be handed over by the Second Party-Mr. Aditya Gupta to the First Party-The Rug Republic for a consideration of Rs. 2,11,39,353/-.

5. The Court has perused the terms of settlement. The agreement has been signed by the parties and also has two witnesses. The Court is satisfied that the terms of the settlement are lawful and there is no impediment in recording the same. Accordingly, it is recorded that all the parties and anyone else acting for and on their behalf shall be bound by the terms of the settlement agreement. The present petitions are disposed of as settled in terms of the Settlement Agreement dated 7th December, 2023.

6. The copy of the Settlement Agreement dated 7th December, 2023 be scanned and retained with the electronic record of this petition.

7. The petitions are disposed of as settled.

PRATHIBA M. SINGH, J.

MAY 1, 2024/dk/rks