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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 565/2021 and I.A. 9249/2021, 9251/2021, 16305/2022,**
3506/2024, 3521/2024

M/S HINDUSTAN INDUSTRIES Plaintiff

Through: Mr. Rahul Sharma, Mrs. Jyoti Dutt
Sharma, Mr. Ayush Bhatt, Mr. Angad
Gautam & Ms Sonika Rathore, Advs.
(M-8383027138)

versus

SURENDRA KUMAR SAXENA Defendant

Through: Mr. Abhinay Sharma, Mr. Pooran
Chand Roy, Ms. Deeksha Prakash, Mr.
L. K. Srivastava & Ms. Parul Khurana,
Advs. (M-7022444123)

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **14.02.2024**

1. This hearing has been done through hybrid mode.
2. The present suit has been filed by the Plaintiff against the Defendant seeking possession of the property bearing Plot No. 90, Roof Rights of First Floor Portion, Marble Market, Area measuring 250 sq. mts., sector 20, Dwarka, New- Delhi-110045 (hereinafter referred as the '*suit property*') as also restraining the Defendant from creating any third party interests in the said property.
3. A settlement agreement dated 9th June, 2023 has been entered into before the Mediation Centre of the Supreme Court in this matter. The settlement agreement has been signed by the parties, their legal heirs/spouse, and their respective counsels as also by the Id. Mediator *i.e.*, Sujeeta Srivastava. The parties have agreed in terms of the said settlement to withdraw the present suit. The terms of settlement are as under:



“3. That comprehensive mediation sessions were held (single and joint sessions) on 19.05.2023, 01.06.2023 and today i.e. 09.06.2023. Both Parties have arrived at an amicable settlement on the following terms:-

A. That both the Parties agree that Ms. Neerja Saxena would get

- i. Hindustan Cement Tiles and Allied Products (factory) F-138, MIA Alwar.*
- ii. Bharat Interlock Tiles (factory) E-86 MIA Alwar.*
- iii. 601, Suneja Tower (office in Delhi) District Center, Janakpuri 6th floor.*
- iv. 64, Arya Nagar (House in Alwar) 64, Arya Nagar, Scheme No. 1, Alwar.*
- v. Bhala Farmhouse (Farm in Alwar) Bhala Gaon, Alwar, Tehsil Ramgarh, Rajasthan.*

B. That both the Parties agree that Mr. Narendra Kumar Saxena would get

- i. Hindustan Industries (factory) F-134B/MIA, Alwar, Rajasthan.*
- ii. Hindustan Tiles (factory) F-156-157, MIA, Alwar, Rajasthan.*
- iii. 602, Suneja Tower (office in Delhi) District Centre Janakpuri, 6th floo.*
- iv. C-3/76 Janakpuri (House in Delhi) C-3/76 Janakpuri, Delhi.*
- v. Nainital Cottage (House in Nainital) Bhowali, Nainital, Uttarakhand.*
- vi . 39, Cosmos (House in Delhi) Flat No. 39, Cosmos Housing Society, Dwarka, Delhi.*
- vii. 90 No. Plot Dwarka (office in Delhi) 90 No. Plot, Marble Market, Dwarka, Delhi.*

C. The Parties further agree to facilitate the Transfer of the above mentioned properties and both parties will extend full co-operation for facilitating the



transfers of the above mentioned properties as follows:

- a. Handing over of all the documents required for the Transfer of the property to each other.*
- b. If required, the parties there representatives, agents, legal heirs to remain present before the authorities to facilitate the transfer of the property including signing and executing necessary/required documents.*
- c. Both parties agree that they will make a joint effort to procure no objection certificates and other documents which are required from Mr. Virendra Kumar Saxena with respect to Bhala Farms in favour of Ms. Neerja Saxena who in turn would return the gold (Mang tikka) to Mr. Virendra Kumar Saxena.*
- d. Both the parties agree that Ms. Neerja Saxena will pay a sum of Rs.15,00,000/- (Rupees Fifteen Lacs Only) in installments of Rs.2,00,000 (Rupees Two Lacs only) on 10th day of the Month for the next 7 months and Rs.1,00,000/-(Rupees One Lac Only) thereafter on the 10th of the 8th month to Mr. Narendra Kumar Saxena towards ground tax of the subject property i.e. 90 No. Dwarka, Marble Market from the date of the order of the Hon'ble Supreme. In return Mr. Narendra Kumar Saxena will provide the receipt of amount paid towards ground tax to DDA. In case the ground tax is less then Rs.15,00,000/- (Rupees Fifteen Lacs Only) then the balance amount will be refunded to Ms. Neerja Saxena.*
- e. Both parties agree to re-open all the bank accounts closed by them in Delhi and Alwar. It is further agree that the amount lying in the bank accounts in Delhi would go to Mr. Narendra Kumar Saxena and the amount lying in the bank accounts at Alwar would go to Ms. Neerja Saxena.*
- f. Both parties agree to bear their own cost*



towards the Transfer of the above mentioned properties in their favour in terms of the present Settlement.

g. Both the parties agree to share with each other the government/private approvals obtained by them for the running of their businesses.

h. Both the parties agree that 39 Cosmos (house) in Delhi would continue to be in the name of Nitin Saxena.

i. It is agreed that all the pending cases/complaints filed by any of the parties/legal heirs against each other, if any would be withdrawn by them within 3 months in terms of the present settlement and the same would be communicated to the other party. It is further agreed that both parties will extend full co-operation to each other for withdrawal of all the cases and complaints in respect of the present settlement.

j. Both parties agree to handover the vacant peaceful physical possession of the properties in their custody to the other parties in terms of the present Settlement within three months.

4. All the legal heirs/spouse of the respective parties shall be bound by the terms and conditions of the above mentioned agreement.”

4. The suit is accordingly dismissed as withdrawn in view of the settlement.

5. In terms of Section 16 of the Court Fees Act, 1870, a complete refund is provided in cases where the Court had referred the parties for out of court settlement as per Section 89 of the CPC, 1908. In view of this fact that the disputes have been amicably settled through mediation between the parties, full court fee is refunded to the Plaintiff, through counsel in terms of the



judgement in *Nutan Batra v. Buniyaad Builders* [(2018) 255 DLT 696].

6. Interim order, if any, stands vacated.
7. All pending applications are also disposed of.

PRATHIBA M. SINGH, J.

FEBRUARY 14, 2024

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