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IN THE HIGH COURT OF DELHI AT NEW DELHI

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RFA 756/2019 & CM APPL. 37683/2019

IMPERIAL HOLIDAY HOMES LTD

.....Appellant

Through: Ms. Rachana, Advocate.

versus

SANJAY JOSHI (DECEASED) THR LRS

.....Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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25.10.2024

1. By order dated 18.10.2024, it was recorded as follows:

"1. It appears from the record that the disputes between the parties have been settled, and a Settlement Agreement was entered into on 20.02.2023. However, the matter has been pending for implementation of the agreement, as reflected in the order dated 04.12.2023.

2. I am of the view that once the dispute has been settled, there is no necessity of keeping the present appeal alive, and the appeal can be disposed of by modifying the decree in terms of the Settlement Agreement.

3. An adjournment is sought on behalf of learned counsel for the respondent, who is stated to be indisposed. Mr. Yash Dolia, learned counsel, is present on behalf of the respondent, and is requested to take instructions as to whether the appeal can be disposed of on the basis of the Settlement Agreement.

4. List on 25.10.2024."

2. Despite the aforesaid order, the respondents are unrepresented even on second call.

3. Ms. Rachana, learned counsel for the appellant, accepts that the



appeal may be disposed of by modifying the impugned decree in terms of the Settlement Agreement dated 20.02.2023 [“Settlement Agreement”], which has been executed in mediation proceedings.

4. There are three parties to the appeal. The present appellant was the defendant in the suit before the Trial Court and the predecessor-in-interest of the respondents was the plaintiff. The respondents herein are the wife and son of the original plaintiff.

5. The Settlement Agreement has been signed by the representative of the appellant (supported by a Board Resolution dated 02.05.2022) and by respondent No. 1 on her behalf and on behalf of her son (respondent No. 2), on the strength of an authority letter dated 07.10.2022. It is also signed by learned counsel on both sides and the learned Mediator.

6. In these circumstances, I am of the view that the appeal can be disposed of by modifying the impugned decree in terms of the Settlement Agreement dated 20.02.2023. It is so ordered.

7. Decree sheet be prepared accordingly. The Settlement Agreement will form part of the decree.

8. As far as the implementation of the Settlement Agreement is concerned, that is a matter for execution, which the parties can invoke, if the necessity arises.

9. The pending application also stands disposed of.

PRATEEK JALAN, J

OCTOBER 25, 2024

“Bhupi”/