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

+ **CRL.M.C. 4871/2022**

BHARAT KUMAR

.....Petitioner

Through: Mr. Vidit Gupta, Advocate.

versus

UDIT EXIM AND ANR.

.....Respondents

Through: Mr. Mohit Gupta, Ms. Srishti, Mr. Garvit and Mr. Vibhuti Garg, Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **19.07.2024**

CRL.M.C. 4871/2022, CRL.M.A. 18842/2024 & CRL. M.A. 20169/2024

1. Petitioner has approached this Court seeking quashing of Case No.839/2020, pending before the Court of learned MM, NI Act, South-East, Saket Courts, New Delhi.
2. Vide Order dated 14.02.2024, passed by this Court, the parties were referred to Delhi High Court Mediation and Conciliation Centre to explore the possibility an amicable settlement. A settlement dated 19.02.2024 has been entered into between the parties. The said settlement agreement is being reproduced in its entirety and the same reads as under:



**Delhi High Court Mediation and Conciliation Centre
High Court of Delhi, Sher Shah Road, New Delhi**

Date: 19.02.2024

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on 19.02.2024

BETWEEN

MR. BHARAT KUMAR S/O LATE SH. SURENDER KAPOOR, R/O 145,
RISHABH VIHAR, DELHI-110092 **HEREINAFTER REFERRED TO AS
THE PETITIONER / FIRST PARTY).**

AND

1. Udit Exim (**RESPONDENT NO. 1**), O-17, LGF, LAJPAT NAGAR-II,
NEW DELHI THROUGH ITS PARTNER MR. HARMESH ARORA
(**RESPONDENT NO. 2**), S/O SH. MOHAN LAL ARORA, R/O E-257,
BLOCK-E, EAST OF KAILASH, NEW DELHI-110065:
 2. MR. HARMESH ARORA S/O SH. MOHAN LAL ARORA, R/O E-257,
BLOCK-E, EAST OF KAILASH, NEW DELHI-110065:
- (HEREINAFTER COLLECTIVELY REFERRED TO AS THE
RESPONDENTS / SECOND PARTY)**

WHEREAS consequent to the default on the part of the First Party i.e. pursuant to dishonour of a cheque, the Second Party initiated a complaint case under Section 138 NI Act bearing CCNI Act 839/2020 titled as Udit Exim & Anr. Vs. Bharat Kumar pending before the Court of Ld. M.M (NI Act), Digital court-01, South-East, Saket Courts, Delhi, wherein the next date of hearing is 19.03.2024.



AND WHEREAS the First Party approached to the Hon'ble High Court of Delhi and filed the present petition being CRL.M.C. No. 4871/2022, seeking to quash the proceedings / complaint case (under Section 138 NI Act) bearing CCNI Act 839/2020 titled as Udit Exim & Anr. Vs. Bharat Kumar, pending in the Court of Ld. M.M.(NI Act) Digital Court-01, South-East, Saket Courts, Delhi in CC NI Act No. 5867/2021.

AND WHEREAS the above said Crl. M.C. No. 4871/2022 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide order dated 14.02.2024 passed by Hon'ble Mr. Justice Navin Chawla.

AND WHEREAS Samadhan nominated Mr. Ankit Jain, Advocate to act as Mediator in the present mediation proceedings.

AND WHEREAS it has been disclosed by the parties that there are many other cases also, which are pending between the parties, signed, and instituted by Sh. Harmesh Arora in the capacity of partner as well in his individual capacity pending in the different Courts, details of which are as under:

S. NO.	CASE NO.	CASE TITLED	PENDING BEFORE	NEXT DATE	CHEQUE DETAILS
1.	CT CASES/3570/2020	HARMESH ARORA versus BHARAT KUMAR	DEEPAKSHI RANA	19.03.2024	CHEQUE NO. 000169 DATED 20.11.2019 AMOUNT RS.5,00,000/-
2.	CT CASES/3571/2020	HARMESH ARORA versus BHARAT	DEEPAKSHI RANA	19.03.2024	CHEQUE NO. 000194 DATED 09.01.2020



		KUMAR			AMOUNT RS.2,00,000/- AND CHEQUE NO. 000195 DATED 09.01.2020 AMOUNT RS.5,00,000/-
3.	CT CASES/3572/2020	HARMESH ARORA versus BHARAT KUMAR	DEEPAKSHI RANA	19.03.2024	CHEQUE NO. 000168 DATED 25.11.2019 AMOUNT RS.16,00,000/-
4.	CT CASES/3573/2020	HARMESH ARORA versus BHARAT KUMAR	DEEPAKSHI RANA	19.03.2024	CHEQUE NO. 000167 DATED 15.11.2019 AMOUNT RS.14,00,000/-
5.	CT CASES/3574/2020	HARMESH ARORA versus BHARAT KUMAR	DEEPAKSHI RANA	19.03.2024	CHEQUE NO. 000171 DATED 05.11.2019 AMOUNT - RS.10,00,000/-
6.	CT CASES/3575/2020	HARMESH ARORA versus BHARAT KUMAR	DEEPAKSHI RANA	19.03.2024	CHEQUE NO. 000196 DATED 09.01.2020 AMOUNT - RS.6,00,000/-



					AND CHEQUE NO. 000072 DATED 09.01.2020 AMOUNT - RS.1,25,000/- And CHEQUE NO. 022942 DATED 09.01.2020 AMOUNT - RS.5,00,000/-
7.	CT CASES/839/2020	UDIT EXIM VS. BHARAT KUMAR	SHEETAL RANI	19.03.2024	CHEQUE NO. 000193 DATED 09.01.2020 AMOUNT - RS.7,00,000/-
8.	CS DJ 697/2020	HARMESH ARORA Vs. BHARAT KUMAR	SONU AGNIHOTRI	20.02.2024	FOR RECOVERY OF RS. 1,02,96,812/- WITH INTEREST ETC.
9.	CS DJ 696/2020	UDIT EXIM Vs. BHARAT KUMAR	SONU AGNIHOTRI	20.02.2024	FOR RECOVERY OF RS. 7,78,750/- WITH INTEREST ETC.

AND WHEREAS cases at serial No. 1 to 6 are presently pending before the Court of Ld. MM-01 (NI Act) District South-East Saket Courts New Delhi and



case at serial No. 7 is presently pending before the Court of Ld. M.M.(NI Act) Digital Court-01 District South-East Saket Courts New Delhi and at serial No. 8 & 9 presently pending before the Court of Ld. ADJ- District South-East Saket Courts New Delhi.

AND WHEREAS comprehensive mediation sessions were held with the Parties during the process of mediation on various dates and the Parties, with the help of the Mediator, voluntarily arrived at an amicable solution, resolving the present case as well as above- mentioned cases, disputes, and differences.

AND WHEREAS the Parties hereto confirm and declare that they have voluntarily and of their own free will without any pressure have arrived at this Settlement Agreement in the presence of the Mediator.

The following settlement conditions have been arrived at between the Parties hereto:

1. It is agreed between the parties that the First Party shall pay a total amount of Rs.1,00,00,000/- (Rs. One Crore) to the Second Party in full and final settlement of all the claims of the Second Part and also in respect of all the disputes, arisen out of the aforesaid cases, pending between the parties.
2. That out of the aforesaid amount of Rs.1,00,00,000/- (Rs. One Crore), the First Party has paid an amount of Rs. 20,00,000/- (Twenty Lakhs) to the Second Party, by way of two demand drafts, both drawn on Punjab National Bank, Vivek Vihar, (Shahdara), Delhi at the time signing of this Settlement Agreement, details of which are as under:

S. No.	Draft No.	DATED	AMOUNT	IN FAVOUR OF



1.	654757	16.02.2024	Rs.10,00,000/- (RUPEES TEN LAKHS)	HARMESH ARORA
2.	654758	16.02.2024	Rs.10,00,000/- (RUPEES TEN LAKHS)	HARMESH ARORA

3. It has been agreed between the parties that the balance sum of Rs.80,00,000/- (Rupees Eighty Lakhs Only), shall be paid by the First Party to the Second Party on or before 18.11.2024 by way of Demand Draft/RTGS in the following manner.

S. No.	AMOUNT/INSTALLMENT TO BE PAID	DATE MAKING PAYMENT	OF THE	IN THE NAME OF
1.	RS.700000/- (RUPEES SEVEN LAKHS)	On or before 22.02.2024		HARMESH ARORA
2.	RS.2500000/- (RUPEES TWENTY FIVE LAKHS)	On or before 18.05.2024		RS.1000000/- (RS. TEN LAKHS) IN THE NAME OF Udit EXIM & RS.1500000/- (FIFTEEN LAKHS IN THE NAME OF/TO HARMESH ARORA
3.	RS.2400000/- (RUPEES TWENTY TWO LAKHS)	On or before 18.08.2024		HARMESH ARORA



	LAKHS)		
4.	RS.2400000/- (RUPEES TWENTY TWO LAKHS)	On or before 18.11.2024	HARMESH ARORA

4. It has been agreed between the parties that the parties shall request the Hon'ble Court to adjourn the aforementioned cases/proceedings for a date after 18.11.2024, so that the same may be withdrawn on completion of the aforesaid payments, as agreed between the parties.
5. As already agreed above, upon payment of the entire settlement amount by the First Party to the Second party, the Second Party shall withdraw all the aforesaid proceedings on or before 30.11.2024.
6. However, it has been agreed that in case of any/each default of payment of any of the aforesaid amounts by the First Party to the Second Party, the First Party shall be liable pay a till the default (s) is/are not made good by the First Party; apart from the settlement/instalment amount (s) as mentioned above in following manner:
- I. On default of first & second instalment monthly penalty of Rs.2,00,000/- (Rupees Two Lakhs) per month to the Second Party.
 - II. On default of third instalment monthly penalty of Rs.1,50,000/- (Rupees One Lakhs Fifty Thousand Only) per month to the Second Party.
 - III. On default of fourth instalment monthly penalty of Rs.1,00,000/- (Rupees One Lakh) per month to the Second Party.



7. That the First Party has under-stood that the terms of compromise agreed by him, shall also amount to his undertaking to the Hon'ble High Cour to abide the same and that he understands the consequences of non-compliance of the same.
8. That pursuant to engrossing their signatures on the present Settlement Agreement and fulfilment of all the terms of the present Settlement Agreement, the parties hereby declare and undertake that they shall not litigate with each other and if the First Party breaches any of the terms and conditions of the present Settlement Agreement and fails to pay the settlement amount, then the he shall be liable to pay the penalty as agreed above and also will be liable to be prosecuted as per Contempt of Courts, Act, 1971.
9. It has been agreed between the parties that the Second Party may make request for withdrawal of court fee filed in the aforesaid cases, as per section 16 of the Court fee Act and that the First Pary shall have no objection to the same. The Hon'ble court may pass appropriate orders upon the said request.
10. By signing the present Settlement Agreement, the parties undertake that all the disputes and differences have been resolved and no claims or demands remain between them.
11. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future in terms of the Settlement Agreement.

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12.The parties agree that they have arrived at the present Settlement Agreement with their own free will and desire and without any pressure, fraud, force, coercion or undue influence by either of the parties and they undertake to be bound by the terms thereof.

13.The parties agree that they shall appear before the Hon'ble Court during the hearing of the Hon'ble Court to record their statements in terms of the present Settlement Agreement.

14.That the contents of the present Settlement Agreement have been read over and explained to the parties in their Vernacular (HINDI) and they have agreed and understood the same.

3. The parties are bound by the terms of the agreement and in case of breach of the same by any of the parties, then it will be seen as violation of the Orders of this Court.

4. Today, parties are present in Court. They are identified by their respective Counsels. It is stated by the Parties that they will abide by the settlement agreement.

5. In view of the fact that the parties have settled the matter, this Court is of the opinion that no fruitful purpose will be served in continuing the Case in question. Accordingly, Case No.839/2020, pending before the Court of learned MM, NI Act, South-East, Saket Courts, New Delhi, is hereby quashed.

6. The Petition along with the pending applications stands disposed of .

7. The date already fixed, i.e. 17.09.2024, stands cancelled.

SUBRAMONIUM PRASAD, J

JULY 19, 2024

Rahul