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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Decision delivered on: 19.07.2024

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FAO (COMM) 123/2024 & CM No.36307/2024**DR. PRIYA DARSHAN GUPTA**

.....Appellant

Through: Mr Ankit Jain, Mr Sidhant Goel, Mr
Abhishek Kotnala, Mr Aditya
Maheshwari and Mr Aditya Chauhan,
Advs.

versus

ANOOP GUPTA

.....Respondent

Through: Mr Hitender Kapur and Mr Yatin
Dhawan, Advs.

CORAM:**HON'BLE MR. JUSTICE RAJIV SHAKDHER****HON'BLE MR. JUSTICE AMIT BANSAL****[Physical Hearing/Hybrid Hearing (as per request)]****RAJIV SHAKDHER, J. (ORAL):**

1. After hearing learned counsel for the parties for some time, it was suggested that the matter could be settled.
2. Thereafter, learned counsel for the parties returned with instructions and agreed that the matter can be disposed of in the following terms:
 - (i) The appellant would pay towards full and final settlement of outstanding claims Rs.70,00,000/- to the respondent in the following manner:
 - (a) The amount already deposited with the Registry of this Court, i.e., Rs.50,86,300/- [in FAO(COMM)No.38/2024], along with accrued interest, will be released in favour of the respondent.
 - (b) The balance amount, i.e., Rs.19,13,700/- would be paid to the respondent *via* demand draft within the next ten (10) days.
 - (ii) All accounts concerning the partnership firm, named, M/s Gupta



Mediscan Centre [hereafter referred to as “firm”], including the claim for rendition of accounts, upon payment of the sum mentioned in para 2(i) above, shall stand settled.

(iii) With the payment of the amount mentioned in para 2(i), accounts concerning the firm, which would include the capital account, will also stand settled.

(iv) The assets [including the name of the firm] shall vest in the appellant. The appellant will also bear the burden of the liabilities that will accrue to the firm.

(v) The property, i.e., 98, Darya Ganj, New Delhi-110002 [hereafter referred to as the “subject property”] shall solely vest in the appellant. The appellant will have complete ownership rights in the subject property. The respondent will not have any claim on the subject property.

(vi) All disputes concerning the Memorandum of Understanding (MoU) dated 17.12.2019 shall be set at rest.

(vii) The respondent will not have any claim whatsoever vis-à-vis the business run by the appellant from the subject property.

(viii) The original cheques, the details of which are given hereafter, which, we are told, have been filed by the appellant in suit number CS(COMM) No.132/2021, titled **Anoop Gupta v. Priyadarshan Gupta** pending before Shri Deepak Garg, District Judge (Comm. Court-9), Tis Hazari Courts, New Delhi, shall be returned by the said court to the appellant/defendant upon an application being moved in that behalf, after attested copies are taken on record.



<i>Sr.No.</i>	<i>Cheque No.</i>	<i>Cheque Date</i>
1.	770162	30.03.2020
2.	770163	30.05.2020
3.	770165	30.07.2020
4.	770166	30.09.2020

(ix) Upon receipt of the amount mentioned in para 2(i) above, the firm shall stand dissolved. The respondent will assist in executing the relevant documents for that purpose. The bank accounts in the name of the firm shall stand closed.

(x) Furthermore, the certificates/licences issued by various statutory authorities in the name of the firm which would include the PAN Card, will also be surrendered. The respondent will take necessary steps in that behalf along with the appellant.

(xi) The aforesaid suit, i.e., CS(COMM)No.132/2021 shall be decreed in terms of the settlement arrived at today. The settlement arrived at between the parties today will not impact the right of the appellant vis-à-vis any claim that he may make *qua* the amounts owed to it vis-à-vis Alexis Infotech & Marketing Private Limited.

3. The parties will abide by the aforesaid settlement.

4. The appeal is disposed of in the aforesaid terms. Consequently, the pending interlocutory application shall stand closed.

5. Parties will act based on the digitally signed copy of the order.

RAJIV SHAKDHER, J

AMIT BANSAL, J

JULY 19, 2024/aj