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

+ **CONT.CAS(C) 1370/2023**

KAVITA GOGNA

..... Petitioner

Through: Mr. Gaganmeet Singh Sachdeva,
Advocate with Mr. Sanjiv Gogna,
POA holder of the petitioner in
person.
(M): 9582055425

versus

SAINI DEVEPOPERS AND PROMOTERS P. LTD AND

ORS

..... Respondents

Through: Mr. Neeraj Yadav with Mr. Sidharth
Arora, Advocates.
(M): 9899426760
Email: neerajyadavlaw@gmail.com

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

03.05.2024

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1. Both the parties jointly submit that pursuant to the proceedings before the Delhi High Court Mediation and Conciliation Centre, a Settlement Agreement dated 29th April, 2024 has been executed between the parties.

2. As per the said Settlement Agreement, a settlement has been arrived at, in the following terms:-

"1. That the Second Party shall pay to the First Party a sum of INR 1,05,00,000/- (Rupees One Crores Five Lakhs Only) as full and final Settlement of claims of the First Party against the Second Party.



2. The Second Party shall pay to the First Party the aforesaid agreed amount of INR 1,05,00,000/- in installments in the following manner:-

<u>INSTALLMENTS</u>	<u>DATE</u>	<u>AMOUNT</u>
1 st	At the time of signing of the present Settlement	30,00,000/-
2 nd	20.05.2024	10,00,000/-
3 rd	20.06.2024	10,00,000/-
4 th	20.07.2024	10,00,000/-
5 th	20.08.2024	10,00,000/-
6 th	20.09.2024	10,00,000/-
7 th	10.10.2024	10,00,000/-
8 th	10.11.2024/ TIME OF RECORDING OF STATEMENT FOR QUASHING FIR	15,00,000/-

3. The First Party acknowledges the receipt of Demand Draft of Rs.30,00,000/- (Rupees Thirty Lakhs Only) vide Demand Draft No. 078991 dated 08.04.2024 drawn on State Bank of India, Shakti Nagar, New Delhi.

4. That the First Party shall cease to have any lien right, title or interest in the remaining 23 plots upon receipt of the installment on proportionate basis as under:

<u>INSTALLMENTS</u>	<u>NO.OF PLOTS RELEASED</u>
1 st	6
2 nd	3
3 rd	3
4 th	3
5 th	2
6 th	2
7 th	4

The Second Party shall be at liberty to sell the said Plots as per its own wishes without any objection or demur from the First Party.



5. *The amounts/installments as detailed in clause 2 hereinabove shall be paid in favour of the First Party Kavita Chawla by way of Demand Drafts payable in account No 01461140062732, HDFC Bank, Defence Colony, New Delhi.*
6. *That it is agreed between the parties that the First Party shall withdraw the Contempt Case (C) No. 1370/2023 titled as “Kavita Gogna versus Saini Developers and Promoters Private Limited pending before the Hon’ble High Court of Delhi on or before 03.05.2024.*
7. *The Second Party shall also inform the First Party of the details of the plots sold by the Second Party by the end of every 2 months via email. It is also made clear that no plots more than the number of plots on which lien is vacated shall be sold by the Second Party.*
8. *That upon receipt of the seventh installment as detailed in clause 2 hereinabove the First Party shall withdraw the CT Cases 141 of 2017, 1351 of 2017, 637645 of 2016 and 637646 of 2016 titled as “Kavita Gogna Vs. Saini Developers and Promoters Private Limited”. It is further agreed that the First Party at the time of receipt of the seventh installment, shall sign and provide all necessary documents to facilitate the quashing of the FIR.*
9. *That it is agreed that the last instalment of Rs. 15,00,000/- (Rupees Fifteen Lacs Only) will be paid by the Second Party to the First Party at the time of quashing the F.I.R. No. 181/2019, P.S Defence Colony, New Delhi before the Hon'ble High Court of Delhi.*
10. *That it is also agreed that the Second Party shall withdraw Crl.M.C. No.3334/2022 titled as “Rajesh Saini & Anr. versus State & Anr. Pending before the Hon’ble High Court of Delhi simultaneously at the time of quashing of the FIR.*
11. *The Second Party agrees to make payment of interest of the agreement in terms of clause 2 and in the event of default in the phased payment by the Second Party there shall be an interest of 12 % per annum on the defaulted amount.*
12. *That both the parties also undertake that after making full and final payment, both the parties shall withdraw any other pending cases against each other and shall not file or pursue any other proceeding filed at their instance against the other party.*
13. *That both the parties undertake that they shall remain bound by the terms of the present settlement agreement and in the event of non-*



compliance of the terms and conditions of the present agreement the respective litigations filed by the parties shall be pursued by the parties from the respective stage in each matter.

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17. That the parties hereby agree and undertake to remain bound by the terms and conditions of this settlement agreement and the understanding contained herein. The Parties further undertake not to do any acts, deeds or things which are contrary or adverse to the present settlement.

18. That the Parties further declare, agree and undertake that the First Party and Second Party shall not be entitled to challenge and/or retract the declarations, agreements, confirmation and undertakings contained in the present settlement agreement before any Supplementary Settlement Agreement before any Competent Authority (ies) and any court of law and any such challenge shall be treated as null and void.

19. That the First Party and Second Party give an unconditional undertaking before the Hon'ble Delhi High Court in CONT.CAS(C) 1370/2023 that they shall remain bound by all the terms and conditions of this Settlement Agreement in its entirety and any violations thereof shall be construed as a contempt of Court on the part of the defaulting party for which the aggrieved party(ies) shall be entitled to address their grievances /initiate appropriate proceedings before the Hon'ble High court of Delhi."

3. Accordingly, the present matter stands settled in view of the aforesaid Settlement Agreement dated 29th April, 2024.
4. It is directed that the parties shall be bound by the aforesaid Settlement Agreement and shall comply with the same in its true letter and spirit.
5. Accordingly, the present petition is disposed of, as having been settled.

MINI PUSHKARNA, J

MAY 3, 2024/c