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

+ ARB.P. 1062/2023

SHUBHAM PRATAP SINGH

.....Petitioner

Through: Mr. Kartik Sharma, Advocate

versus

BLUE FROG SOLUTION (OPC)

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER

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10.09.2024

1. The disputes between the parties stand settled *vide* settlement agreement dated 30 May 2024, a copy of which has been placed on record. The terms of settlement read thus:

“1. That it is hereby agreed by and between the Parties that in furtherance of the full and final settlement of the aforesaid matter pertaining to the payment of the total sum of Rs.1,80,000/- (Rs. One Lakh and Eighty Thousand only), the Second Party has agreed and declared that the Second Party shall pay in favour of the First party by way of Cheques, RTGS, NEFT or any other mode of payment as per the outstanding amount of Rs. 1,80,000/- (Rs. One Lakh and Eighty Thousand only) as per the payment schedule enumerated hereinbelow:

2.

Sl.No.	Cheque No.	Date	Amount
1.	000057	20/06/2024	30,000/-
2.	000058	20/07/2024	30,000/-
3.	000059	20/08/2024	30,000/-
4.	000060	20/09/2024	30,000/-
5.	000061	20/10/2024	30,000/-
6.	000062	20/11/2024	30,000/-

3. That both the parties hereby agree and declare that pursuant to the signing and successful execution of the present Settlement Agreement as enumerated under the proceeding Clause 1, neither Party shall have any further actionable claims against either Party.



4. That both Parties hereto confirm and declare that the First Party shall be free and reserve their legal rights and options to initiate all actions and proceedings against the Second Party in case of failure on part of Second party to make the payment or violate any term/condition incorporated in the present settlement agreement.

5. That the First Party shall not file any case or suit against the Second Party in future in any court of law and/or judicial forum, provided the entire balance amount is paid as per the schedule prescribed in clause 1. Herein above,

6. That the parties will cooperate with each other in complying with the terms of aforesaid matter and will sign all the documents required for the same.

7. The parties are executing this Settlement Agreement voluntary after understanding the contents of the same in vernacular and free from any form of pressure, threat or coercion in the presence of the witness of both the Parties.

8. That both the parties have signed this settlement agreed with their own will and consent and without any fear or pressure from any side in presence of witnesses”.

2. Though there is no appearance on behalf of the respondent, it is seen that the respondent has been absenting from the proceedings for the past three hearings.

3. Accordingly, as the dispute stands settled, nothing survives for adjudication.

4. The petition is disposed of, in terms of the Settlement Agreement dated 30 May 2024, by which the parties shall remain bound.

C.HARI SHANKAR, J

SEPTEMBER 10, 2024/yg

Click here to check corrigendum, if any