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

+ **CRL.M.C. 6114/2024**

SH MAHINDER TANDON AND ANR.

.....Petitioners

Through: Mr. Rohit Oberoi (D/1262/2012) and
Ms. Jhanvi Vashisht (D/4702/2023),
Advocates along with Petitioners in
person.

versus

SH. RAM PRASAD GUPTA

.....Respondent

Through: Mr. Deepak Kohli (D-2004/2001),
Advocate with Respondent in person.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

07.08.2024

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1. The Petitioners have approached this Court for quashing of the Order dated 11.02.2021 passed by the Ld. MM-02, Central District, Tis Hazari Court, Delhi in Complaint Case No.9486/2018 summoning the Petitioners along with the said Complaint Case No.9486/2018.

2. Material on record indicates that the Parties have entered into a settlement *vide* a Settlement Deed dated 05.07.2024. The Settlement Deed dated 05.07.2024 reads as under:

"SETTLEMENT DEED

*THIS Settlement Deed is executed at New Delhi, on this
5th Day of July, 2024 between;*

***MR. RAM PRASAD GUPTA S/o Late. Sh. Har
Saropp Gupta, R/o. 3-B, Banarasi Dass Estate,
Timarpur, Delhi - 10054, hereinafter called the 'THE***



FIRST PARTY'

AND

MR. MAHINDER TANDON S/o. Late Sh. Gopal Dass Tandon, Resident of 7-D, Block -AD, Shalimar Bagh, New Delhi- 110088, hereinafter called the 'FIRST PART OF THE SECOND PARTY'

AND

MR. KAMAL RAJ KAPOOR, S/o. Late. Sh. Chaman Lal Kapoor, Resident Of 26/69, PUNJABI BAGH , DELHI Presently resident at H.NO 16 1ST FLOOR, ROAD NO. 57 WEST PUNJABI BAGH New Delhi hereinafter called the 'SECOND PART OF THE SECOND PARTY'

The "First Part of the Second Party" and "Second Part of the Second Party" are collectively hereinafter referred to as "SECOND PARTY"

AND WHEREAS the expressions First Party, and Second Party, unless repugnant to the object and context hereof, shall mean and include their respective heirs, legal representatives, administrators, executors, nominees, assigns, attorneys etc.

Whereas the First Party, Second Party had entered into an Agreement to Sell dated 19.08.2008 which could not be fructified and on account of certain misunderstandings disputes arose between the parties leading to the initiation of the following proceedings:

- i. Civil Suit titled "Ram Prasad Gupta & Ors. versus Mahinder Tandon" bearing case no. CS DJ 9907 of 2016 (Old No. 586/2010) pending adjudication before Ld, Abhishek Srivastava, Addl Distt, Judge, Central, Tis Hazari, Delhi now listed on 06.07.2024.***



The Plaintiff No.2 and 3 in this suit are the Wife and Son of the First Party.

ii. Other Miscellaneous Petition titled "Ram Prasad Gupta versus Mahinder Tandon & Ors" bearing case no. OMP (COMM) 86 of 2020 [old case number OMP 307/2010] pending adjudication before the Hon'ble High Court of Delhi and now listed on 06.08.2024.

iii. Criminal Complaint bearing case no, CC No. 9486 of 2018 titled as "Sh. Ram Prasad Gupta versus Mahender Tandon & Ors." pending before MM, Tis Hazari Court, Delhi.

Whereas the parties hereto are engaged in protracted litigation in various courts for last 14 years in respect of Agreement to sell 19.08.2008. Now on account of intervention of their common acquaintance and advise of their respective counsels, the parties have realized that the litigation has accrued on account of misunderstanding and hence have amicably resolved all their disputes so as to end the long-drawn litigation, on the terms which are reproduced herein below.

Now this Settlement deed witnesseth hereunder:-

1. The parties shall enter into a settlement agreement and shall file the joint application before the Hon'ble High court in OMP (Comm) no. 86/2020 thereby recording the settlement and be bound by it.

2. The parties hereto agree and confirm that after the Execution of the said present settlement deed neither of the Parties shall have any claim of any kind whatsoever against each other and shall withdraw their respective claims/ litigation / cases.



3. *The second party undertakes and confirm that they shall not claim any amount/right/ interest/ benefit out of an Award bearing Arbitration Award No. 09-A/2010 dated 27.4.2010, shall not claim any amounts against the said award and shall not file any execution against the said award and the said Award treat as Null and Void, after the execution of the present Senlement Deed.*

4. *The First party also undertakes that after recording of the settlement in OMP (Comm 86/2020), he shall withdraw the Civil/criminal cases filed by the First party against the second party and shall also extend full corporation and execute required documents, if any in pursuance thereto. The parties herein shall give statements/representations in the respective courts in the pending litigations that the disputes have been settled.*

5. *It is agreed that Both Parties shall assist each other in getting all the litigation disposed off without any further delay.*

6. *It is agreed that both the parties unequivocally declare that they shall not initiate any legal proceeding after the execution of the Settlement Deed.*

7. *It is agreed that the First Party shall ensure that the First Party shall not pursue criminal culpability with respect to this transaction.*

8. *That the present Settlement deed supersedes all other documents executed between the parties and including the previous understandings, if any.*

9. *That the parties to this Settlement deed hereby.*



confirm and ratify and hereby agree to confirm and ratify that all the terms, conditions and covenants as stated herein above have been arrived at of their own free will and accord and without any force, fraud, coercion or undue influence from any one and the same are true and correct terms, conditions and covenants which now reduced into writing and that the same are agreeable and acceptable to the Parties and the parties are bound by the terms of this settlement.

10. That Parties hereto hereby agree, undertake and are bound with each other to abide completely by the terms, conditions and covenants mutually agreed, is irrevocable and shall be binding and enforceable in law. No party shall be allowed to withdraw from the terms and conditions mentioned in the Settlement deed and/or to dispute, deny, or challenge the same and the terms as agreed and mentioned herein.

11. That the parties agree and undertake to be bound by the terms of the present Settlement deed and in case any parties breach the present Settlement deed, the breaching Party shall be liable to the non-breaching party for damages as may be assessed by a court of Law.

12. That it is further agreed in case the Second Party does not adhere to the commitment herein, the First Party shall be at liberty to get the litigations restored, to the status they were in at the time of entering into the Settlement deed.”

3. Material on record indicates that pursuant to the aforesaid settlement between the Parties, O.M,P. (COMM) 86/2020, which was pending in this Court, has been disposed of by this Court *vide* Order dated 23.07.2024 in



terms of the settlement arrived at between the Parties. The settlement also mentions that the present complaint will also be settled and the same will be quashed in terms of the settlement.

4. The Petitioners and the Respondent/complainant are present in Court today. They have been identified by their respective Counsel. The Petitioners and the Respondent/complainant, who are present in Court today, states that they are acting upon the settlement and they are prepared to be bound by the settlement arrived at between them.

5. In view of the above, the Impugned Order dated 11.02.2021 and the Complaint Case No.9486/2018 stand quashed.

6. With these observations, the petition is disposed of, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

AUGUST 7, 2024

S. Zakir