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

+ **W.P.(C) 17716/2022**

OMEGA PROMOTERS PRIVATE LIMITEDPetitioner

Through: **Mr. Vikas Gupta and Mr. Ishaan
Gupta, Advocates.**

versus

SACHIN INGLE & ANR.Respondents

Through: **Mr. Nilesh S. Parte, Advocate.**

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **10.07.2024**

**CM APPL. 38267/2024 (seeking permission to file additional documents
in the present matter)**

1. On the grounds and reasons stated in the application, the same is allowed. Petitioner is permitted to place on record additional documents/Annexure-2 along with the instant application.

2. Disposed of.

CM APPL. 38266/2024 (for early hearing)

3. Through this application, the Petitioner seeks early hearing of the present matter. Counsel for the Respondent has no objection to the same.

4. Accordingly, the application is allowed and the writ petition is taken up on board today itself.

5. Disposed of.

W.P.(C) 17716/2022

6. Counsel for the Petitioner prays for the disposal of the petition in view



of the mediated Settlement Agreement dated 30th June, 2024 executed between the parties before the Delhi High Court Mediation and Conciliation Centre, copy whereof has been placed on record.

7. Counsel for the parties confirm the terms of the settlement which reads as under:

“a) The First Party viz Omega Promoters Private Limited shall pay a total compensation of Rs. 17,000,29/- to the Second Party herein in following instalments:

1. On or before 16.7.2024, the First party i.e. Omega Promoters Private Limited shall pay an amount of Rs. 6,68,134/- (Rupees Six Lakhs Sixty Eight Thousand One Hundred and Thirty Four Only) by way of demand draft favoring Second Party hereinabove before the executing court i.e. State Consumer Disputes Redressal Commission Maharashtra, Mumbai.

2. The First Party shall issue two post dated cheques dated 16th September 2024 for amount of 6,68,134/- (Rupees Six Lakhs Sixty Eight Thousand One Hundred and Thirty Four Only) and another cheque dated 31.12.2024 for an amount of Rs. 3,63,771/- (Rupees Three Lakhs Sixty three Thousand Seven Hundred and Seventy One Only) both drawn on Bank of Maharashtra, Wakad branch favoring the Second Party herein

The cheques and Demand Draft will be issued in the name of Sachin Ingle and that will satisfy the claim of both the constituent of the Second Part.

b) The First Party i.e. Omega Promoters Private Limited and its Directors namely Amar Pal Singh undertakes to this Hon'ble Court to keep sufficient funds available in the banks to honour the cheques and undertake not to close the Bank Account till realisation of the cheques.

c) The First Party undertakes not to call back the cheques for any reason whatsoever and/or advise the Second Party not to lodge the cheque for encashment for any reason whatsoever.

d) After the settlement is accepted by this Hon'ble Court, the Parties shall on or before 16.07.2024 move the executing court i.e. State Consumer Disputes Redressal Commission, Maharashtra, Mumbai for the purpose of implementation of the present Settlement and signing the consent terms.

e) In the event of Non-Implementation of the Settlement Agreement either in full or part by Omega Builder's Private Limited, the Second Party will be at liberty to approach the State Commission to proceed with the execution and decide the matter within 4 months as per the direction of the National Commission vide it's order dated 5.2.2024 in Appeal Execution no. 152 of 2022 and others the Hon'ble State Commission shall decide the Execution Application pursuant to the order dated 11.12.2018 duly modified by



Hon'ble National Consumer Disputes Redressal Commission, New Delhi vide its order dated 18th October 2022. This is without prejudice to the Second Party to take other action including taking out proceedings for committing contempt of this Hon'ble Court.

f) The Parties shall approach the Hon'ble Court within one week from signing and execution of this Settlement Agreement to seek appropriate orders to dispose of the Writ Petition (Civil) no. 17716 of 2022 in terms of the present Settlement Agreement.

g) On execution of this Settlement Agreement and on fulfilling the respective obligations under this agreement the parties shall not raise any claim, demand against each other in respect of the issue involved in the subject matter of these proceedings.

h) On the realisation of all the cheques, the Second Party undertakes to withdraw the above Execution Application and get the matter disposed of as mutually settled.

i) That the parties to the present Agreement undertake to be bound by the terms of the present Agreement and to give full effect to the terms thereof.

j) The Parties hereby give a solemn undertaking that they shall strictly abide by and comply with the terms of the present Agreement and shall not do any act of any kind whatsoever which violates the letter and spirit of the present Agreement.

k) That the present Agreement is being entered into by the parties voluntarily and without any coercion, pressure, or undue influence being exercised by anyone, out of their own free will and volition. The parties agree to be bound by the present Agreement for all intents and purposes."

8. In light of the prayer made by the counsel for the parties, the writ petition is disposed of in terms of the Settlement Agreement. The Court expresses its appreciation of Mr. J.P. Singh, Senior Advocate, who has been instrumental in getting the matter settled.

9. The petition, along with pending applications, is disposed of.

10. The date already fixed i.e. 22nd July, 2024, stands cancelled.

SANJEEV NARULA, J

JULY 10, 2024

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