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

+ RFA(COMM) 81/2023 & CM APPL. 22061/2023, CM APPL. 22062/2023

JYOTI GOEL & ANR.

.....Appellants

Through: Mr. Hemant Kakkar, Advocate with
Appellants in Person

versus

M/S VARDHAMAN PROPERTIES LTD.

.....Respondent

Through: Mr. Rohit Gandhi, Mr. Hargun Singh
Kalra, Mr. Surender Sheoran,
Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

HON'BLE MR. JUSTICE HARISH VAIDYANATHAN

SHANKAR

ORDER

02.07.2025

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1. The present appeal has been filed by the Appellants against the Judgment dated 22.11.2022 passed by the learned District Judge, Commercial Courts, Karkardooma, Delhi in CS (COMM) No.195/2021 whereby the suit of the Appellants was partly decreed.

2. This Court *vide* Order dated 27.01.2025 referred the parties to the Delhi High Court Mediation & Conciliation Centre for the parties to explore the possibility of arriving at a mediated settlement.

3. It is stated that the mediation has been successful and a Settlement Agreement has been drawn on 16.05.2025. Copy of the Settlement Agreement dated 16.05.2025 has been filed before this Court. The entire Settlement Agreement is reproduced as under:-



“SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on 16.05.2025

BETWEEN

1. Smt. Jyoti Goel, W/o Shri Sachin Goel, R/o Flat No. B204, Mansara Apartments, C9, Vasundhara Enclave, Delhi - 110096. Aadhar No. 860260489936 and PAN No. AMLPG8003E.

2. Shri Sachin Goel, S/o Shri MP Goel, R/o Flat No. B-204, Mansara Apartments, C9, Vasundhara Enclave, Delhi - 110096, Aadhar No. 500219261544 and PAN No. AEXPG3745H. (Copy of the AADHAR Card and PAN Card of the First party is annexed as Annexure-A).

(Hereinafter, jointly referred to as the 'FIRST PARTY', which terms shall, unless repugnant to the context, include their legal heir, representative, successors, administrators, and assigns.)

AND

Vardhman Properties Ltd., a company incorporated under the Companies Act, 1956, having its registered office at: G9, Vardhman Trade Centre, DDA Building, Nehru Place, New Delhi - 110019, acting through its Authorised Representative Mr. Udesb Kumar, duly authorised vide Board Resolution dated 31.10.2023 (annexed herewith as Annexure-B).

(Hereinafter, referred to as the 'SECOND PARTY', which terms shall, unless repugnant to the context, include its successors, administrators, and assigns.)

The First Party and Second Party, would collectively



be referred to as the 'Parties', and individually as 'Party'.

WHEREAS the Second Party was developing a Real Estate Project situated at Plot No. 1, Vasundhra Enclave, Delhi-110096 by the name of Vardhman Sunrise Plaza LSC.

AND WHEREAS the First Party had approached the Second Party and show edits interest in purchasing a Commercial Unit/ Shop in the above said real estate project; and agreed to purchase Commercial Unit/ Shop No. G-52 in the said project and had entered into a Builder Buyer Agreement and had made part payment.

AND WHEREAS the First Party failed to pay the balance amount of the sale consideration and themselves cancelled the allotment due to paucity of funds. However, the First Party instead of accepting the refund amount after deducting the earnest money of 25% of total consideration instituted a Consumer Complaint bearing Case No. 796/2019 titled as 'Smt. Jyoti Goel & Anr. vs. M/s Vardhman Properties Ltd.' before the Hon'ble State Consumer Forum. The said complaint was dismissed by Hon'ble State Consumer Forum vide judgment dated 18.09.2019.

AND WHEREAS subsequent to dismissal of Consumer Complaint, the First Party lodged a criminal complaint against the Second Party and also filed a complaint under Section 156(3) and 200 Cr.P.C before the Court of Chief Metropolitan Magistrate bearing Complaint No. CT No. 1817/2019 titled as 'Smt. Jyoti Goel vs. M/s Vardhman Properties Ltd. & Ors'. The said complaint was allowed vide order dated 10.08.2020 and a FIR bearing No. 363/2020 was registered at PS New Ashok Nagar against the Second Party.



AND WHEREAS the First Party also filed a Commercial Suit bearing CS (COMM) No. 195/2021 titled as 'Smt. Jyoti Goel & Anr. v. M/s Vardhman Properties Ltd.' before the Court of Ld. District Judge (Commercial Court)-01, East District, Karkardooma District Court. The said suit was partially decreed vide judgment dated 22.11.2022.

AND WHEREAS the First Party have filed Regular First Appeal bearing No. RFA (COMM) 81/2023, before the Hon'ble High Court of Delhi challenging the said Judgement/Decree dated 22.11.2022. The Second Party have also filed their cross-objection in the said Appeal.

AND WHEREAS during pendency of the Appeal, vide order 27.01.2025 passed by the Hon'ble Division Bench of Hon'ble High Court of Delhi the matter bearing RFA (COMM) 81/2023 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre).

AND WHEREAS the parties agreed that Mr. Sanjay Dewan, Senior Advocate, would act as Mediator in the matter of Mediation proceedings.

AND WHEREAS various meetings were held with the parties and the parties hereto have, with the assistance of the Mediator voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.

AND WHEREAS the parties have amicably resolved all their disputes and differences and pertaining to commercial unit/shop no.G-52 Vardhman Sunrise Plaza LSC situated at Plot No.1, Vasundhra Enclave, Delhi- 110096 and which are subject matter of



RFA(Comm) 81/2023 and FIR No.363/2020, P.S. New Ashok Nagar, and have arrived at an amicable settlement, as per the following terms and conditions.

NOW, THE PRESENT SETTLEMENT AGREEMENT WITNESSETH AS UNDER:

- 1. That the Second Party has agreed to pay to the First Party a total sum of INR 15,00,000/- (Rupees Fifteen Lakhs Only) in full and final settlement of all the claims of the First Party against the Second Party of any nature whatsoever and the First Party has agreed to accept the said amount from the Second Party in full and final settlement of all its claims against the Second Party of any nature whatsoever.*
- 2. That out of the said amount of INR 15,00,000/- the Second Party had paid an amount of INR 7,50,000/- to the First Party (i.e. by way of Bankers Cheque bearing No. DD No: 602787 dated 13.05.2025 drawn on Ujjivan Small Finance Bank for INR 3,75,000/- in the name of Smt. Jyoti Goel and Bankers Cheque bearing No. DD No: 602788 dated 13.05.2025 drawn on Ujjivan Small Finance Bank for INR 3,75,000/- in the name of Shri Sachin Goel) at the time of signing of the present Settlement Agreement, the receipt of which is acknowledged by the First Party and the copy is annexed herewith as Annexure C.*
- 3. The remaining amount of INR 7,50,000/- (i.e. INR 3,75,000/- each in favour of Smt. Jyoti Goel and Shri Sachin Goel) shall be paid at the time of recording of settlement before the Hon'ble High Court of Delhi and disposal of RFA (Comm) 81/2023 in terms of the present settlement on 02.07.2025 or any other date thereafter.*
- 4. That the First Party has No Objection to the closure*



of FIR No. 363/2020, P.S. New Ashok Nagar and for the said purpose has signed a No Objection Letter (NOC) in favour of the Second Party for the purpose of submitting the same before P.S. New Ashok Nagar or any other court/forum. The First Party shall further provide all necessary assistance and support in filing the Closure Report or for quashing of the said FIR by filing quashing petition before the Hon'ble High Court of Delhi, as the case may and undertake to personally appear before the Hon'ble Court for the said purpose and get their statement recorded.

5. That First Party undertakes that there are no other proceedings initiated by the First Party against the Second Party or its Directors/Officers/Employees/Representatives.

However, in case any such proceedings have been found to have been filed by the First Party, the same shall be unconditionally withdrawn by the First Party.

6. That all the agreements/documents executed between the Parties shall stand cancelled for all intents and purposes and the First Party at the time of the signing of the present Settlement Agreement has handed over 2 original cheques (cheque bearing No. 264495 dated 02.02.2019 drawn from Bank SBI branch Nehru Place issued in favour of Smt. Jyoti Goel) and (cheque bearing No. 264496 dated 02.02.2019 drawn from Bank SBI branch Nehru Place issued in favour of Shri Sachin Goel) issued by the Second Party in favour of the First Party, original Builder Buyer Agreement and 4 original payments receipts (bearing receipt no. 67461, 67462, 67473 and 67474). The First Party represents it does not have any other agreements/documents pertaining to the Unit No. G-52, Vardhman Sunrise Plaza LSC situated at Plot No. 1, Vasundhra Enclave, Delhi-110096 shall not use even the copies of the said agreements/documents in



any manner.

7. That the Parties have gone through the present Settlement Agreement in its entirety, which has been executed in the Mediation Centre and in the presence of the Ld. Mediator. The present Agreement is being executed by the free will of the Parties and without any pressure or undue influence.

8. That the terms of the Agreement are binding on the Parties and the Parties undertake that in future they will not file any complaint or file/institute any civil or criminal case/complaint against each other of any nature whatsoever.

9. That the Parties understand that breach of any of the term of this Settlement Agreement shall amount to deliberate and wilful violation of the undertaking given to the Hon'ble High Court of Delhi and shall invite action for contempt of court against the violating Party.

10. That the parties shall jointly pray to the Hon'ble High Court for taking on record the present Settlement Agreement in RFA (Comm) 81/2023 and dispose of the said Appeal in terms thereof.

11. That the Parties agrees that the terms of the present settlement are Confidential and they shall not disclose the same to any third party, under any circumstances and any such disclosure shall amount to claim for damages against the violating party.

12. That it is further agreed that the present settlement shall not amount to any admission of pay ability of any amount by the Second Party to the First Party and is being executed in good faith to amicably resolve the issues and put a quietus to the disputes and court cases



between the Parties once for all.

13. That upon execution of the present Settlement Agreement all disputes and differences between the PARTIES including with regard to commercial unit/shop no. G-52 Vardhman Sunrise Plaza LSC situated at Plot No. 1, Vasundhra Enclave, Delhi 110096 and which are subject matter of RFA(Comm) 81/2023 and FIR No. 363/2020, P.S. New Ashok Nagar shall stand fully and finally settled.”

4. Under the Settlement Agreement, the Respondent has agreed to pay a total sum of Rs.15,00,000/- as full and final settlement of all claims of the Appellants. It is stated that a sum of Rs.7,50,000/- has already been paid by the Respondent to the Appellants at the time of signing of the settlement agreement. It is stated that the balance amount of Rs.7,50,000/- has been paid to the Appellants, who are present in Court today, by way of the following demand drafts:-

- i. Demand Draft No.602791 dated 24.06.2025 drawn on Ujjivan Small Finance Bank, Malviya Nagar for the sum of Rs.3,75,000/-.
- ii. Demand Draft No.602792 dated 24.06.2025 drawn on Ujjivan Small Finance Bank, Malviya Nagar for the sum of Rs.3,75,000/-.

5. In view of the above, since the disputes between the parties stand settled in terms of the settlement agreement, the present appeal stand disposed of along with pending application(s), if any.

6. Needless to state that the cross-objections filed by the Respondent also stand disposed of.

7. Since the disputes have been settled, let the original papers be handed



over to the Respondent.

8. The parties and their Counsels express their deep gratitude to the learned Mediator who has taken extra efforts to settle the disputes between the parties.

SUBRAMONIUM PRASAD, J.

HARISH VAIDYANATHAN SHANKAR, J.

JULY 02, 2025
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