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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **CONT.CAS(C) 629/2024**  
**SHRI SATVIR GUPTA** .....Petitioner

Through: Mr. S.C. Singhal, Advocate

versus

**MS ISHLAWATI** .....Respondent  
Through: Mr.A.K.Bhakta, Advocate (thru VC)

**CORAM:**  
**HON'BLE MR. JUSTICE ANISH DAYAL**

**ORDER**  
**09.04.2025**

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1. *Mr. A.K. Bhakta*, Advocate on behalf of respondent appears through VC; and first seeks time to file reply and then seeks time to take instructions.
2. This petition is pending since April 2024, when the notices had been issued. In the facts and circumstances, as noted in order dated 22<sup>nd</sup> April 2024, essentially the respondent was plaintiff in suit **CS SCJ NO. 348/2023**.
3. For reference, relevant paragraphs of order dated 22<sup>nd</sup> April 2024, are extracted as under:

3. The present contempt petition has been filed alleging willful disobedience by the respondent of the terms of the Settlement Agreement dated 27<sup>th</sup> April, 2023, arrived at between the parties before the Mediation Centre, Dwarka Courts, New Delhi in **CS SCJ No. 348/2023**.

4. It is submitted that respondent is the owner of property bearing no. C-267, Gali No. 40, Mahavir Enclave, Part-III, Uttam Nagar, New Delhi. Further, the parties had entered into an Agreement to Sell for sale of the subject property for a sum of ₹ 70,00,000/-.

5. Learned counsel appearing for the petitioner submits that he has



already paid a sum of ₹ 29,50,000/-, leaving balance of ₹ 40,50,000/-.

6. He further submits that during the course of the aforesaid suit filed by the respondent herein, the parties were referred for mediation in Mediation Cell, Dwarka Courts, New Delhi, pursuant to which the parties arrived at a settlement dated 27<sup>th</sup> April, 2023. It is submitted that by way of the said Settlement Agreement, the respondent had admitted to have received an amount of ₹ 29,50,000/- and had further agreed to complete the sale on receiving the balance amount, on or before 15<sup>th</sup> May, 2023.

7. Mr. S.C. Singhal, learned counsel appearing for the petitioner submits that the balance amount has now been deposited by the petitioner in the Dwarka Court, since the respondent failed to accept the said amount. Thus, he submits that the respondent is in willful disobedience and non-compliance of the Settlement Agreement dated 27<sup>th</sup> April, 2023 executed between the parties.

4. Considering that the balance amount had been deposited by the petitioner, through demand drafts, sale deed would have to be executed in compliance of settlement and the undertaking given by the respondent.

5. Accordingly, the matter is fixed before the *Sub-Registrar Kapasehra* for execution of sale deed on 21<sup>st</sup> April 2025 at 11:00 AM, when both the parties duly assisted by their respective counsels, shall be present.

6. The petitioner shall carry a draft of the balance amount of Rs. 40.50 lakhs, which shall be paid to the respondent at the time of registration.

7. Vacant and peaceful possession of the property shall be given by respondent to the petitioner on execution of the sale deed.

8. Title documents in respect of the property already stand supplied to the petitioner, as informed by the counsel for petitioner.

9. A copy of this order shall be provided to the *Sub-Registrar Kapasehra*, in order that execution of sale deed takes place.

10. With these directions, this petition stands disposed of.

11. In event of any infraction, petitioner shall be at liberty to approach this Court.



12. Order be uploaded on the website of this Court.

**ANISH DAYAL, J**

**APRIL 9, 2025/sm/na**