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

+ **O.M.P.(I) (COMM.) 265/2024**

PNB HOUSING FINANCE LTD

.....Petitioner

Through: Mr. Anish Bhola Ms. Parul Bhola and
Ms. Heena Tangri, Advocates.

versus

ANKIT KUMAR J LUNIA AND ORS

.....Respondents

Through: Ms. Ranu Purohit, Mr. Puneet Gogad,
Mr. Yashas RK and Ms. Niharika Singh,
Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

02.05.2025

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1. This petition has been filed on behalf of the Petitioner under Section 9 of the Arbitration and Conciliation Act, 1996 ('1996 Act') for a restraint against the Respondents from in any manner selling, transferring, alienating, or creating any encumbrance over their personal assets during the pendency of the arbitration proceedings, among other reliefs.

2. Learned counsel for the Respondent hands over a copy of a letter dated 29.03.2025 indicating that a full and final settlement has been arrived at between the parties by way of one time settlement of PNB HFL Loan Account No NHL/BRVL/0818/566229 and NHL/BRVL/1020/827344 (BO: Borivali) in the name of borrowers Mr. Ankitkumar J. Lunia, Lunia Corporation, Mrs. Usha Jagdishkumar Jain and Mr Jagdishkumar Mohanlal Jain pertaining to mortgaged property bearing all that is part and parcel of



flat No. 403, 4th floor, Chatya CHSL, Near Elly Koduri School, Shivdas Chapsi Marg, Mazgoan, Mumbai, Maharashtra, India, as per which a repayment schedule has been drawn as incorporated in paragraph 3 of the letter. As per the said schedule, an amount of Rs. 1,45,00,000/- was payable on or before 29.03.2025 and the remaining of Rs.45,00,000/- is payable on or before 25.06.2025.

3. Learned counsel for the Respondents submits that first installment has been paid, in compliance with the said schedule, which is acknowledged by learned counsel for the Petitioner and further, assures the Court that one time settlement will be honoured and second payment will be made on or before 25.06.2025.

4. Accordingly, this petition is disposed of taking the letter on record and recording the settlement between the parties. Needless to state that parties shall remain bound by the one time settlement.

JYOTI SINGH, J

MAY 02, 2025/shivam