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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 468/2023 & I.A. 14731/2023 I.A. 20257/2023 I.A. 2131-2132/2024

MRS. NEELAM MAHAJAN

.....Plaintiff

Through: Mr. Mohit Arora, Mr. Abhishek Pandey, Ms. Sonika Khandelwal, Advocates

versus

MR. PUNEET RAI & ANR.

.....Defendants

Through: Mr. Vikhyat Oberoi, Mr. Ravi Sharma, Ms. Nishita Gupta, Mr. Shivam Prakash, Advocates.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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22.04.2025

CS(OS) 468/2023

1. The present suit has been filed for specific performance of the Agreement to Sell (ATS) dated 06.09.2022, thereby praying for registration of a sale deed between the Plaintiff and the Defendant No.1 in respect of the sale of the entire built-up second floor, without roof rights, out of the built-up property bearing no. C-72, Block C, land area measuring 370.65 Sq. Yds., staircase, lift, passage and entrance common along with two (2) car parking (suit property).
2. This Court vide order dated 08.02.2024 on the joint request of the parties referred the parties to Delhi High Court Mediation and Conciliation Centre ('Mediation Centre'). The mediation in the present case was conducted by Mr. Arun Aggarwal (i.e., the Mediator) and the said mediation has resulted in successful settlement of the disputes between the parties through efforts of the said Mediator.



3. Settlement Agreement dated 14.02.2025 ('Settlement Agreement') executed between the parties has been received from the registry.

4. Learned counsel for the Defendants state that acting upon the Settlement Agreement, Defendant no. 2 has already executed a sale deed with respect to the suit property in favour of the Plaintiff.

4.1. He states that Defendant No. 1 has undertaken to pay a sum of Rs. 1.5 Crores to the Plaintiff. He states that a post-dated cheque for this amount dated 15.04.2026 was agreed to be handed over and has been annexed as Annexure 'A-3' to the Settlement Agreement. He states the said cheque already stands handed over to the Plaintiff.

4.2. He states that Defendant No. 1 undertakes to the Court that the said cheque will be honored upon presentation. He states that Defendant No. 1 understands the consequences of the breach of undertaking to the effect that in case the undertaking is breached, he will be liable for Contempt of Court.

4.3. He states that Defendant No. 1 is an elected Municipal Councillor and is therefore, a man of reputation and he would not want to incur the wrath of the Court by dishonoring the cheque handed over to the Plaintiff and breach his undertaking.

4.4. He states that an undertaking to this effect confirming the statement made by the counsel today will also be filed within one (1) week on an affidavit.

5. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹ while dealing with the Section 89 of the Code of Civil Procedure, 1908 (CPC) has observed that a Settlement Agreement executed through the process of mediation be placed before the

¹ 2010 8 SCC 24.



Court for recording it and disposing of the suit in its terms. The Court held that while accepting the mediated settlement agreement, the Court should apply the Order XXIII Rule 3 CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.

6. This Court is satisfied that the compromise between the parties as contained in the aforesaid Settlement Agreement, satisfies the requirements of Order XXIII Rule 3 CPC. The compromise contained in the aforesaid Settlement Agreement dated 14.02.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement.

7. The statement and undertaking given by the learned counsel for the Defendants are accepted by this Court and the concerned party is held bound by the same.

8. Consequently, the captioned suit is decreed in terms of the Settlement Agreement dated 14.02.2025 executed between the parties. The said agreement is marked **Ex. C-1**. The Registry of this Court is directed to prepare a decree in terms of this order and it is directed that the Settlement Agreement shall form part of the said decree.

9. Pending applications stands disposed of. Interim order stands vacated.

10. All future dates if any stand cancelled.

MANMEET PRITAM SINGH ARORA, J

APRIL 22, 2025/mt/AKP

Click here to check corrigendum, if any