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

+ **CS(OS) 911/2024**

M/S CITY HOME DEVELOPERS PVT. LTDPlaintiff
Through: Mr Dinesh Garg and Ms Rachna
Agrawal Advocates with Plaintiff
Director in person

versus

VINOD KUMAR TALWAR & ANRDefendants

Through: Mr Jaspreet Singh Rai, Mr Rohit
Nagpal, Mrs Sukhdeep Kaur Rai, Mr
Krish Mahajan, Advs.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **14.02.2025**

1. The instant suit has been filed for grant of decree directing the Defendant to execute a sale deed in specific performance of an oral agreement to sell dated 05.05.2024 in respect of the plaint schedule property which is described as First Floor consisting of one Drawing Dining, three Bedrooms with attached Bathrooms, one Kitchen with usage rights of one Servant Quarter having common Toilet on the third floor of the Terrace and one Car Parking space inside the building along with proportionate undivided, indivisible and impartible ownership rights in the freehold plot of land measuring 325 sq. yds., bearing No.C-401, situated at Defence Colony, New Delhi and the other rights.

2. Pending the suit, the parties were referred to mediation. A settlement agreement dated 11.02.2025 was entered into between the parties before the Delhi High Court Mediation & Conciliation Centre. The settlement agreement reads as under:-



SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made on 11.02.2025

BETWEEN

M/S CITY HOME DEVELOPERS PVT. LTD., a Company duly incorporated under the Companies Act, having its registered office at C-357, Ground Floor, Defence Colony, New Delhi-110024, (CIN No.U70109DL2019PTC347359), acting through its Director Shri Vivek Batra, Son of Shri Tilak Raj Batra, duly authorized vide Board Resolution dated 09.09.2024, Copy of the same is annexed herewith as **ANNEXURE-A** hereinafter referred to as the '**FIRST PARTY**' of the **One Part.**

AND

1. **SHRI VINOD KUMAR TALWAR,** Son of Late Shri Chiranjiv Lal Talwar, resident of C-401, First Floor, Defence Colony, New Delhi-110024 (AADHAR No.6305 2112 6777) (PAN No. AALPT2609K).
2. **SMT. SUSHMA TALWAR,** Wife of Shri Vinod Kumar Talwar, resident of Flat No. 354, 4th Floor Block No. 35, Green Valley Residencia Nagla Road, Zirakpur, SAS Nagar (Mohali) Punjab-140603 presently at New Delhi, (AADHAR No.7279 9560 5274) (PAN No. AKOPT5624M).

Hereinafter Collectively referred to as the '**SECOND PARTY**' of the **Other Part.**

WHEREAS the Second Party is the owner of i.e. Entire First Floor of the said property, as per the Sale Deed dated 23.05.2011, consisting of one Drawing Dining, Three bedrooms with attached bathrooms, One Kitchen, with one servant Quarter having common Toilet on the Terrace of the second Floor (Now Shifted to terrace above Third Floor), and one car parking space inside the building, alongwith proportionate undivided, indivisible and impartible ownership rights in the said freehold plot of the land measuring 325 Sq. Yrds., bearing No. C-401, situated at Defence Colony New Delhi-110024, hereinafter referred to as the "**Said Property.**"



AND WHEREAS the Second Party had agreed to sell the Said Property to the First Party and, pursuant to the said Agreement, had received a sum of Rs.1,95,00,000/- (Rupees One Crore Ninety Five Lacs Only) from the First Party towards part sale consideration.

AND WHEREAS when the performance of agreement with regard to sale and purchase of the said property remained pending, the First Party filed a suit, being C.S.(OS) No.911 of 2024, in Delhi High Court seeking Specific Performance of the said Agreement. The suit is pending sub-judice.

AND WHEREAS the said suit being CS (OS) 911/2024 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide Order dated 27.01.2025 passed by Sh. Devender Kumar Garg (DHJS), Ld. Joint Registrar (Judicial).

AND WHEREAS Samadhan nominated Ms. Sonia Sharma to act as the Mediator and the parties agreed to the same.

AND WHEREAS various mediation sessions were held with the parties and their respective counsels.

AND WHEREAS the matter is now settled between the parties amicably on the following terms and conditions mentioned hereinbelow:-



NOW THIS SETTLEMENT AGREEMENT WITNESSETH AS UNDER:-

1. That as agreed between the Parties, the Second Party shall pay a sum of Rs.2,10,00,000/- (Rupees Two Crores Ten Lacs Only) to the First Party as per the break-up given hereunder:-

Sl. No.	Amount	Description of Payment
a)	Rs.1,95,00,000/-	Pay Order No.140955, dated 06.02.2025, drawn on State Bank of India, Defence Colony, New Delhi.
b)	Rs.15,00,000/-	Pay Order No.140954, dated 06.02.2025, drawn on State Bank of India, Defence Colony, New Delhi.

Rs.2,10,00,000 /-

**Total Rupees Two Crores Ten
Lakhs Only**



The aforesaid original pay orders shall be handed over by the Second Party to the First Party before the Hon'ble Court which the First Party shall receive in full and final Settlement.

2. That the First Party, after receipt of the original pay orders, shall be left with no right, title or interest of any nature whatsoever in the Said Property and the Second Party shall be fully entitled to deal with the same as the absolute owner thereof including to use and enjoy the same or to give away by way of sale or otherwise to any Third Party.
3. That, now, none of the Party will have any other or further claim against each other on any account whatsoever.
4. That the present Settlement Agreement is subject to handing over of original pay orders and encashment of the pay orders within seven working days from the date of handing over of the same, to be given by the Second Party to the First Party as aforesaid.
5. That the Parties do hereby agree that the aforesaid C.S.(OS) No.911 of 2024 may be disposed off by the Hon'ble Court in terms of the present Settlement Agreement.
6. That it is mutually agreed by both the parties and their respective counsels that the original pay orders shall be handed over by the Second Party to the Mediator in the Mediation Centre today i.e. on 11.02.2025 at the time of signing of the present Settlement Agreement. It is further mutually agreed that said original pay orders shall be received by the



Defendant's counsel in the presence of the Defendant No. 1 against the receipt from the Mediator at the Mediation Centre on the date of the hearing of the case before the Hon'ble Court. The photocopy of the said pay orders has been handed over today to the First Party at the time of signing of the present Settlement Agreement. It is further mutually agreed that the original pay orders thereafter, shall be handed over to the First Party by the Second Party in the presence of both the parties before the Hon'ble Court at the time of recording of the present Settlement Agreement and undertakings of the parties and disposal of the suit in terms of this Settlement Agreement.

7. If for any reason, the Second Party fails to hand over the original pay orders to the First Party on the first date when the present settlement is placed before the Hon'ble Court and the parties shall be deemed to have been restored to their original position as were before the date of signing of this Settlement Agreement and in such event, the suit for specific performance shall continue.
8. That the First Party will be entitled to refund of the full court fee paid on the plaint of C.S.(OS) No.911 of 2024 and the Second Party shall have no objection to the same.
9. The parties have arrived at this Settlement Agreement voluntarily.
10. By signing this Settlement Agreement, the parties hereto state that all the disputes and differences between them have been amicably settled

through the process of Mediation and no further claims or demands is left between the parties.

11. That the parties undertake to remain bound by this Settlement Agreement and to abide by the terms and conditions set out herein and not to dispute the same hereinafter in future.



3. A perusal of the settlement agreement indicates that the Defendant has agreed to pay a sum of Rs.2,10,00,000/- by way of two pay orders *vide* pay orders dated 06.02.2025 drawn on State Bank of India, Defence Colony, New Delhi one being Rs.1,95,00,000/- and the other for a sum of Rs.15,00,000/- have been handed over by the Defendant to Mr. Vivek Batra, Director of the Plaintiff, who is present in Court. Mr. Vivek Batra, Director of the Plaintiff, has seen the pay orders and is satisfied that the pay orders are correct and drawn in the proper name. The settlement agreement has therefore been acted upon.
4. The Director of the Plaintiff who has the resolution in his favour to represent the Petitioner on behalf of the Plaintiff has been identified by the learned Counsel for the Plaintiff. Defendant No.1, who is present in Court has been identified by the learned Counsel for the Defendant.
5. Mr. Vivek Batra, Director of the Plaintiff, who represents the Plaintiff, has given his statement that the entire amount has been received in full satisfaction of the claims of the Plaintiff. The Defendant also states that he has entered into the settlement with the Plaintiff without any coercion or undue influence. The parties state that they have understood the settlement agreement.
6. This Court is of the opinion that the settlement agreement is valid. Both sides are bound by the respective clauses in the agreement.
7. The suit is disposed of in terms of the settlement agreement along with pending application(s), if any. Let the decree sheet be drawn in terms of the settlement agreement.
8. In view of the fact that the parties have settled the disputes in terms of the settlement agreement, let full court fee be refunded to the Plaintiff in



terms of Section 16 of the Court Fees Act.

FEBRUARY 14, 2025
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SUBRAMONIUM PRASAD, J