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

+ **CS(COMM) 1205/2024**

VISHAL GOEL

.....Plaintiff

Through: Mr. Vikas Aggarwal, Mr. Anshu Mahajan, Advs.

versus

SUBHASH GUPTA & ANR.

.....Defendants

Through: Mr. Rajeev Aggarwal, Mr. Mayank Kamra, Advs.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

07.02.2025

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I.A. 3310/2025

1. This is an application under Order XXIII Rule 3 CPC on behalf of the Plaintiff and the Defendants for disposal of the present suit in terms of the settlement agreement entered into between the parties.
2. The instant suit is one for declaration, possession, specific performance and injunction has been filed with the following prayers:-

“(A) Pass a decree of declaration in favour of the Plaintiff and against the defendants No 1 and 2, thereby declaring the sale deed dated 03.10.2024 registered as registration No 2024/6/1/7364 in Book No I Volume No 5947 page no 157 to 180 , registered with S.R. IIA, Distt West, executed by Defendant no. 1 in favour of Defendant no.2 for the suit property as null and void and non-est;

(B) Pass a decree of specific performance in favour of



the Plaintiff and against the defendant no. 1 thereby directing the Defendant no. 1 to execute a sale deed each in respect of entire House No 427, measuring 307.31 sq.yds situated at Bhera Enclave, Paschim Vihar, Sunder Vihar, West Delhi-110087 in favour of Plaintiff and/oR Plaintiff's assignees, and in the event of the Defendant no.1 failing to do so direct an officer of this Court to execute the same and hand over possession of the entire portion of stilt Parting and also the four floors with terrace of the House No 427, measuring 307.31 sq.yds situated at Bhera Enclave, Paschim Vihar, Sunder Vihar, West Delhi-110087 to the Plaintiff;

(C) Pass a decree of permanent injunction permanently restraining/ prohibiting the Defendants from selling, alienating and/ or creating any kind of third-party interest in respect of House No 427, measuring 307 .31 sq.yds situated at Bhera Enclave, Paschim Vihar, Sunder Vihar, West Delhi-110087;

(D) Pass any other and further orders including but not limited to costs in favour of Plaintiff and against the Defendants.”

3. It is stated that the during the pendency of the said suit, a settlement agreement dated 03.02.2025 has been entered into between the parties. The settlement agreement dated 03.02.2025 reads as under:-

“This DEED OF SETTLEMENT is being executed at NEW DELHI on this 3rd Day of FEBRUARY 2025, by and amongst:

VISHAL GOEL, S/o. Shri Kuldeep Goel, R/o. F1U-45, Pitampura; Delhi-110034 (hereinafter referred to as the "FIRST PARTY" which expression shall, unless repugnant to the context or meaning thereof, be



deemed to include his respective heirs, successors, administrators, executors and, or permitted assigns) as the party of the First Part;

AND

SUBHASH GUPTA, S/o. Late Shri Ram Kumar Gupta, R/o. Plot No. 91, First Floor, Sector- 17, Pocket-A2, Dwarka, New Delhi (hereinafter referred to as the "SECOND PARTY" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his respective heirs, successors,, administrators, executors and, or permitted assigns) as the party of the Second Part;

PRERNA GUPTA, W/o. Mr. Sahil Gupta, R/o. Plot No. 485-486, First Floor, Sector-19, Dwarka, New Delhi-110075 (hereinafter referred to as the "CONFIRMING PARTY" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include her respective heirs, successors, , administrators, executors and, or permitted assigns) as the party of the Second Part;

(First Party, Second Party and Confirming Party shall individually be referred to as "Party" and collectively as "Parties".)

WHEREAS:

A. The First Party filed a Civil Suit being CS (Comm.) 1205/2024 before Hon'ble High Court of Delhi against Second Party & Confirming Party, thereby seeking permanent injunction, cancellation of sale deed dated 03.10.2024 (in favour of Confirming Party) and specific performance of Agreement to Sell Dated 20.05.2024 with respect to House No. 427, built on Plot measuring 307.31 sq. yds at Bhera Enclave, Paschim Vihar Sunder Vihar, New Delhi-110087



(hereinafter referred to as 'Property'), placing reliance on Agreement to Sell dated 20-05-2024. Vide order dated 13-01-2025, the Hon'ble High Court restrained the Confirming Party from creating any third-party rights in the said property till next date of hearing i.e. 28.02.2025.

B. During the pendency of above CS (Comm.) No. 1205/2024, the parties have approached each other for amicable resolution of their disputes and with the intervention of relatives & friends, the Parties have willfully agreed to resolve all their disputes on the basis of the following terms & conditions.

NOW THIS SETTLEMENT DEED WITNESSETH AS FOLLOWS:

1. The parties hereby settle all their disputes & claims with each other with respect to Agreement to sell dated 20.05.2024 executed by the Second party in favour of the First Party in relation to above said property i.e property bearing No House No. 427, built on Plot measuring 307.31 sq. yds. at Bhera Enclave, Paschim Vihar, Sunder Vihar, New Delhi and second and third . party has agreed to pay a sum of Rs 1,43,00,000/- (Rupees One Crore Forty Three Lakhs only) towards the full & final settlement amount as refund of the earnest money and Damages to be paid to the first party.

2. The Second Party and Confirming Party hereby agree & undertake to pay the above said settlement amount of Rs. 1,43,00,000/- (Rupees One Crore Forty-Three Lakhs only) Jointly and Severally to the First Party in which the confirming Party has also stood as Guarantor for the payment of Rs 1,43,00,000/- as per



following schedule. Second party has issued the following 4 cheques towards the agreed payment / discharge:

<i>S. No.</i>	<i>Amount</i>	<i>Date of Payment</i>	<i>Cheque No.- All drawn on HDFC Bank, Sector-5, Dwarka-110075</i>
<i>1</i>	<i>Rs.25,00,000/-</i>	<i>28.02.2025</i>	<i>Cheque No. 000009</i>
<i>2</i>	<i>Rs.18,00,000/-</i>	<i>28.02.2025</i>	<i>Cheque No. 000011</i>
<i>3</i>	<i>Rs.50,00,000/-</i>	<i>31.03.2025</i>	<i>Cheque No. 000012</i>
<i>4</i>	<i>Rs.50,00,000/-</i>	<i>30.04.2025</i>	<i>Cheque No. 000013</i>

3. That it is agreed by the third party that she agree to stood as guarantee being a Purchaser of above property bearing No House No. 427, built on Plot measuring 307.31 sq. yds. at Bhera Enclave, Delhi.

4. The Second Party hereby undertakes that he shall make necessary arrangements in his bank accounts for encashment of the above-mentioned cheques on their due dates and shall not issue any instructions to his bank, which shall cause dishonor or non- clearance of the above said cheques, on any account whatsoever. The First Party shall have all rights to present the above-mentioned cheques on their due dates without informing the Second Party about the factum of presentation. However, it is agreed that in case the Second Party makes the payment of any of the installment to the First Party before its due date, then the First Party shall handover/ return the respective cheque to the Second Party against acknowledgment. It



is further agreed that amount of court fee refund shall be payable to second party. If it is allowed to be refunded in the name of first party by the Hon'ble High Court.

5. The Confirming Party hereby agrees and undertakes that in case of any default (either of full amount and/or any of the above cheques) the of above said payments of settlement amount by the second party , the second party shall not be entitled to take back the payment made this settlement in terms of clause 2 above .

6. In case, there is any default in making payment as per schedule mentioned in clause 2 above, in that case the sum payable under this settlement i.e. 1,43,00,000/- by the Second and third party , shall be treated as part consideration for sale of the Flat Bearing No. B-503, Maharani Aventi Bai Co-operative Group Housing Society, Plot No. 15, Sector-22, Dwarka, New Delhi payable by the second party, and this settlement shall be treated as the agreement to sell between confirming party and the first Party and this amount of Rs 1,43,00,000/- shall be treated as part consideration received under this agreement to sell and the first party shall be entitled to get the sale deed executed in favour of First party in respect of Flat Bearing No. B-503, Maharani Aventi Bai Co-operative Group Housing Society, Plot No. 15, Sector-22, Dwarka, New Delhi and in case the confirming party fails to execute the sale deed. In case the third Party fails to execute the sale deed within 7 days from the written request, on or after 10th May 2025, by the First Party through whatapp, the first party shall be entitled to get the sale deed executed in his favour, It is made clear that the First party and the third party has agreed that the total Value of the consideration of sale of the Flat Bearing



No. B-503, Maharani Aventi Bai Co-operative Group Housing Society, Plot No. 15, Sector-22, Dwarka, New Delhi shall be as Rs.1,85,00,000/- (one crore eighty five lakhs) and the first party shall be entitled to get the sale deed executed by paying a balance consideration of Rs 42,00,000/- and the third party shall be bound to execute the sale deed on the receipt of balance consideration of Rs 42,00,000/- (Forty two lakhs only). It is further agreed that on receipt of entire full and final settlement amount, in terms of clause-2 of this settlement deed the first party shall left with no claim against the said flat number B-503 of confirming party and any claim on said flat shall be deemed to be waived off on receipt of entire settlement amount.

7. It is also agreed between the parties that upon execution of present settlement agreement by the First Party with Second Party and Confirming Party, the First Party is left with no claim of any sort whatsoever with respect to the Agreement to Sell Dated 20.05.2024, thus the agreement to sell dated 24.05.2024 shall not affect the sale of the House No. 427, built on Plot measuring 307.31 sq. yds. at Bhera Enclave, Paschim Vihar, Sunder Vihar, New Delhi-110087 with respect to Sale Deed Dated 03.10.2024.

8. The First Party hereby agrees that he have no objection, if the Sale Deed Dated 31.12.2024 in favor of Mr. Veenu Kaher already presented by the Confirming Party before the office of concerned Sub-Registrar, is registered and released in favor of the said Mr. Veenu Kaher.

9. It is also agreed between the parties that within three days upon execution of present settlement agreement, the Second Party shall unconditionally



withdraw Complaint Dated 03.01.2025 filed by him against First Party before DCP, Dwarka, and First Party shall also unconditionally withdraw the Complaint made at P.S. Paschim Vihar, Delhi on the signing of this settlement deed and the first party shall use this settlement deed for the quashing of the complaint in case the second party does not withdraw the complaint.

10. It is agreed between the parties that upon receipt of the entire settlement amount by the First Party from Second Party and Confirming Party, nothing shall remain due & payable by Second Party & Confirming Party to First Party and the second and third party not shall file any complaint /court case or proceedings against the first party on the basis of the agreement to sell dated 20.05.2024. However this shall not prejudice the rights of the first party to enforce his rights accrued on account of the default of this settlement deed.

11. It is agreed by all the parties that they shall file a joint application for passing of compromise decree and vacation of stay on the basis of present settlement.

12. It is agreed between the Parties that each party shall remain bound by the terms recorded in this settlement deed. The present Settlement Deed is irrevocable & unquestionable, and the parties hereby undertake that it would inter alia be legal, valid, binding, enforceable and executable in all manners and none of the Parties shall be at liberty to take advantage of any technical language or lacuna if any, if the same are not explained hereinbefore.

13. It is agreed between the Parties that they have executed the present settlement deed with each other,



out of their own free will & volition and without any force, pressure, coercion or undue influence of any sort whatsoever and after understanding the contents thereof in their own vernacular language.”

4. A perusal of Clause 2 of the settlement agreement discloses that the Defendants would pay a sum of Rs.1,43,00,000/- to the Plaintiff in accordance with the table given in Clause 2. As per Clause 2 of the settlement agreement, the payment has to be completed by 30.04.2025.
5. Clause 6 of the settlement agreement contains a default clause. Under the default clause if the payment of Rs.1,43,00,000/- is not completed by 30.04.2025, then the Defendants will execute a sale deed in respect of a flat bearing B-503, Maharani Aventi Bai Cooperative Housing Society which has been valued at Rs.1,85,00,000/- and the balance of Rs.42,00,000/- would be paid by the Plaintiff to the Defendants. The parties are bound by the settlement agreement.
6. The Plaintiff and the Defendants have joined the proceedings through video-conferencing. They state that they have read the contents of the settlement agreement and have understood the same and they have entered into the agreement on their own will and without coercion.
7. Plaintiff and Defendants who have appeared through video-conferencing have been identified by the respective learned Counsels for the parties. Learned Counsels for the parties state that suit be disposed of in terms of the settlement agreement and a decree sheet be drawn accordingly.
8. In view of the above, the suit is disposed of in terms of the settlement along with pending application(s), if any.
9. Let decree sheet be drawn in terms of the settlement agreement.



10. Since the parties have settled the matter, the court fee shall be refunded to the Plaintiff in terms of Section 16 of the Court Fees Act.

11. The application is disposed of.

SUBRAMONIUM PRASAD, J

FEBRUARY 07, 2025

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