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

+ **CS(OS) 2884/2015**

ROSETTA WILLIAMS

.....Plaintiff

Through: Ms. Aakriti Vikas and Ms Maryam
Junaid, Advocates.

versus

CAPT. VIKRANT SINGH

.....Defendant

Through: Mr. Ajit Rajput and Ms. Himangi,
Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

08.01.2025

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I.A. 49565/2024

1. The present joint application under Order XXIII Rule 3 of CPC has been filed on behalf of the Plaintiff and the Defendant seeking permission to withdraw the present suit on basis of a Settlement Agreement dated 23.08.2024 entered into between the parties.
2. The present suit has been filed by the Plaintiff for recovery of damages. It is stated that during the pendency of suit, the Plaintiff and the Defendant have entered into a Settlement on 23.08.2024. The Settlement Agreement dated 23.08.2024 reads as under:

“SETTLEMENT AGREEMENT

*This Settlement Deed is made, executed and entered at
New Delhi on this the 23rd day of August 2024.*

BY AND BETWEEN:



Mrs. Rosetta Williams aged about 58 years, W/O Sh. S.S. Anand, resident of D-24, Ground Floor, Geetanjali Enclave, New Delhi-110017 (hereinafter referred to as the "Plaintiff")

AND

Captain Vikrant Singh aged about 60 years, S/O Late Dr. J.P. Singh resident of D-102, Anand Niketan, New Delhi-110021 (hereinafter referred to as the "Defendant").

The First Party/Plaintiff and the Second Party/Defendant are collectively referred to as "Parties" and individually referred to as "Party".

A. WHEREAS on 01.02.2009 a lease deed ("Lease Deed") was executed between the parties, with respect to the property bearing no. D-4/A-8 (NS 1107), DLF Phase-I, Gurgaon, Haryana admeasuring 6,500 square feet ("Property"), where under the said Property was leased out by the Defendant to the Plaintiff, inter alia, for the purposes of running a school by the name and brand "Learning Light House".

B. AND WHEREAS during the term of the lease, various disputes arose between the parties in respect of the lease deed concerning the said Property. That consequent to the disputes between the parties and pursuant to the Hon'ble High Court of Punjab & Haryana at Chandigarh order dated 24/08/2012 passed in Arbitration Case No. 19 of 2012 the Plaintiff handed over the possession of the said Property to the Defendant on 29/08/2012.

C. AND WHEREAS the Defendant filed a Civil Suit before the Hon'ble High Court of Delhi which was later transferred to the Saket District Court bearing



number C.S. DJ No. 8633 of 2016 titled as Capt. Vikrant Singh vs. Roshni Consultants Pvt. Ltd. & Anr. for seeking arrears of rent, mesne profits and damages against the Defendants, against Roshni Consultant Pvt. Ltd. (Defendant No.1) and Mrs. Rosetta Williams (Defendant No2) (In which the present Plaintiff was arrayed as Defendant No.2).

D. AND WHEREAS *the Plaintiff also preferred the Captioned Suit before the Hon'ble High Court of Delhi against the present Defendant seeking recovery of damages along with interest.*

E. AND WHEREAS *on 28/08/2023, CS DJ No. 8633 of 2016 filed by the present Defendant (Plaintiff therein) was partly decreed by the Ld, ADJ-04 South East District, Saket Court, New Delhi. However, no decree was passed against the present Plaintiff (Defendant No.2 therein).*

F. AND WHEREAS *the above captioned suit filed by the Plaintiff is presently pending adjudication before this Hon'ble Court.*

G. AND WHEREAS *the parties, at this stage, voluntarily and out of their own free will wish to mutually and amicably settle and resolve all disputes and claims between themselves arising out of or in connection with the said Property on the terms and conditions set out hereunder.*

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Defendant hereby agrees that he shall not, at any time hereafter, file or pursue any appeal or execution proceedings in relation to CS DJ No. 8633 of 2016, and nor shall he make any further Claims



against the Plaintiff whatsoever, which includes all forms of appeal, execution, or new proceedings of any nature be it civil or criminal in respect of the above mentioned suit. The Defendant further agrees not to enforce or assert any claims or rights arising out of or in connection with the aforementioned suit. The Defendant acknowledges that this commitment is a fundamental and material aspect of the settlement agreement and is intended to fully and finally resolve all disputes related to the subject matter of the suit and/or in connection with the said Property lease deed.

2. Similarly, the Plaintiff agrees that upon the execution of this Settlement Agreement, she shall withdraw the above captioned suit which is pending before this Hon'ble Court of Delhi against the Defendant by filing the Joint Application before the Hon'ble High Court of Delhi. The Plaintiff shall not make any further claims against the Defendant whatsoever of any kind in respect of the said Property or in connection with the lease deed. The Plaintiff acknowledges that this commitment is a fundamental and material aspect of the settlement agreement and is intended to fully and finally resolve all disputes related to the subject matter of the suit and/or in connection with the said Property/lease deed.

3. The Parties further agree and confirm that on execution of this Settlement Agreement, they shall have no claim against each other, monetary and/or otherwise, arising from or in connection with the said Property Lease Deed.

4. Both parties agree that if, apart from the above two mentioned suits, there are any legal proceedings which have been instituted by either party against the other, which is not in the knowledge of the other party, then even the said proceedings would be deemed to be



covered by this settlement agreement and the party which has instituted the said proceedings would forthwith take steps to withdraw/terminate the said proceedings.

5. This Settlement Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between the parties.

6. That both the parties have entered into the present Settlement Agreement voluntarily and without any fear, coercion or undue influence from any corner, whatsoever. The parties shall be bound by this Settlement Agreement and shall co-operate to execute, enforce and implement this Settlement Agreement in every possible manner, whatsoever.

7. The Parties in terms of this Settlement Agreement release, waive and forever discharge each other (and all predecessors, successors, assignees, heirs and affiliated and group companies of the Party and the respective directors, officers, employees, owners, agents and representatives of the Party and its predecessors, successors and assignees) of and from any and all actions of any nature whatsoever arising out of or in connection with the said Property Lease Deed.

8. The contents of the Settlement Agreement have been explained to both the parties in vernacular and they have understood the same and have admitted the same to be correct.

9. Each Party shall bear its own fees and costs of and in connection with the preparation, negotiation, entry into and compliance with this Settlement Agreement.



10. No variation or modification of this Settlement Agreement shall be permitted/ effective unless in writing and signed by or on behalf of each of the Parties.

11. This Settlement Agreement shall be binding upon the Parties and upon their respective representatives, successors, affiliated companies, heirs and assignees and shall inure to the benefit of their respective representatives, successors, affiliated companies, heirs and assignees.

12. The Parties agree that this Settlement Agreement shall be governed by and interpreted in accordance with the laws of India. Any dispute arising out of or in connection with this Agreement shall be subject to exclusive jurisdiction of courts at New Delhi.

13. That both the parties undertake to abide by the terms and conditions set out in the above mentioned Settlement Agreement, which has been arrived without any coercion, duress or collusion and undertake not to raise any dispute whatsoever henceforth.

14. The Parties agree, declare and confirm that all disputes and differences between the Parties shall stand resolved on execution of this Settlement Agreement and neither Party will raise any dispute in future after this execution of this Settlement Agreement.”

3. Under the Settlement Agreement, the Plaintiff has decided not to enforce or assert any claim as sought in the present suit against the Defendant which virtually amounts to abandonment of claim.

4. The Plaintiff, who has joined the proceedings through video



conferencing, submits that she has entered into the settlement with the Defendant out of her own volition, without any undue influence or coercion. She states that she has decided to settle the dispute with the Defendant and further states that she will not institute any other suit seeking same damages as sought in the present suit against the Defendant.

5. The Defendant has also jointed the proceedings thorough video conferencing. The present application has been signed by both the Plaintiff and the Defendant and also by their respective Counsels. The Plaintiff and the Defendant, who have joined the proceedings through video conferencing, have been identified by their Counsels.

6. In view of the above, the suit is dismissed as withdrawn in view of the Settlement Agreement dated 23.08.2024 entered into between the parties. Both the parties shall abide by the Settlement Agreement dated 23.08.2024.

7. Pending application(s), if any, also stands disposed of.

8. The next date of hearing before the Ld. Joint Registrar on 06.02.2025 stands cancelled.

SUBRAMONIUM PRASAD, J

JANUARY 08, 2025

S. Zakir