
(2023) 05 DEL CK 0390

In the Delhi High Court

Case No : Regular First Appeal No. 163 Of 2012, Civil Miscellaneous Application
No. 5943 Of 2012

Om Prakash

APPELLANT

Vs

Shakuntala & Anr

RESPONDENT

Date of Decision : 29-05-2023

Acts Referred:

Citation : (2023) 05 DEL CK 0390

Hon'ble Judges : Mini Pushkarna, J

Bench : Single Bench

Advocate : Jugal Bagga, Mayank Bansal, Nitesh Dhankhar, Lucky Nigam

Final Decision : Disposed Of

Judgement

Mini Pushkarna, J

1. Mediation Report has been received. As per the mediation report, settlement agreement dated 18.04.2023 has been reached between the parties. As per the settlement agreement, the following settlement has been arrived at between the parties:

"a) It has been agreed between the Parties that the First Party shall pay a sum of Rs. 6,50,000/- (Rupees Six Lakhs Fifty Thousand Only) to the Second Party through an account payee cheque bearing No. 000001 dated 25.05.2023 drawn on Bank of Baroda, Maujpur Branch, Delhi-110053 against the entire claim of the Second Party in respect of the above said Flat. Copy of the said cheque is enclosed herewith as Annexure-B. The Second Party acknowledges receipt of the said cheque and after the receipt of the said cheque the Second Party has left all claims against the property bearing DDA, LIG Flat No. 39, 1st floor, Sector 16-B, Pocket-3C, Dwarka, New Delhi.

b) That the Second Party has handed over all the original documents pertaining to the said flat and the First Party acknowledges the receipt of the said original documents. The copies of the original documents are annexed herewith as

Annexure- C (Colly) and the Second Party shall not raise any objection before any court/forum/authority in respect of the above said flat.

c) That it is agreed between the Parties that in case the above said cheque is dishonored, the Second Party shall have the right to claim 1% interest per month on the settled amount of Rs. 6,50,000/- from the First Party and shall have right to take legal recourse as per law.

d) It has been agreed between the Parties that they shall not file any case/complaint/litigation against each other before any Court/forum/authority qua the present dispute.

e) That after signing the present Settlement Agreement, both the Parties shall not raise any other dispute/litigation with regard to the subject matter of the present appeal and all the litigation between the parties with respect to the present suit property would be settled between them.

f) The Parties shall pray before this Hon'ble Court for disposal of the present RFA No. 163/2012 in terms of the present Settlement Agreement.

g) By giving consent to this Settlement Agreement, the parties hereto state that they shall have no further claims or demands against each other with respect to the subject matter i.e. present appeal and all the disputes and claims have been amicably settled by the Parties hereto through the process of Mediation.

....."

2. Ld. Counsels appear for the respective parties and submit that the settlement agreement has been duly complied by the parties.

3. They further submit that the settlement agreement was entered between the parties voluntarily and out of their free will and volition. They further submit that since compliance has already been made by the parties in terms of the settlement agreement dated 18.04.2023, the present appeal may be disposed of.

4. In view of the aforesaid, the present appeal is disposed of in terms of the settlement agreement dated 18.04.2023 between the parties. The parties are bound by the aforesaid settlement agreement.

5. It is clarified that the settlement agreement dated 18.04.2023 is between the respective private parties and that Delhi Development Authority (DDA) is not part of the said settlement.