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

+ **CS(OS) 173/2020**

I.A. 5537/2020 (under Order XXXIX Rule 1 and 2 CPC)

I.A. 6370/2020 (under Section 151 CPC for modification of order dated 14<sup>th</sup> July, 2020-by defendant No.1)

I.A. 6460/2020 (under Order VII Rule 11 CPC-by defendant No.1)

**TUSHAR ESTATES PRIVATE LIMITED**

..... Plaintiff

Represented by: Mr.Shiv Chopra, Advocate.

versus

**GLOBAL AUDIO TEXT SOLUTIONS**

**PVT. LTD. & ANR.**

..... Defendantd

Represented by: Mr.Divyakant Lahoti and Mr.Rahul Maheshwari, Advocates for D-1 & D-2

**CORAM:**

**HON'BLE MS. JUSTICE MUKTA GUPTA**

**ORDER**

**23.10.2020**

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The hearing has been conducted through Video Conferencing.

1. Plaintiff and defendant Nos. 1 and 2 have entered into a settlement vide Settlement Agreement dated 09<sup>th</sup> October, 2020 before the Delhi High Court Mediation and Conciliation Centre, a copy whereof has been placed on record. The terms of settlement between the plaintiff and defendants are as follows:-

- 1) *“The Parties have mutually and amicably agreed to settle all their disputes, inter se, including the reliefs sought by the First Party in CS(OS) No. 173/2020 which is pending before the Hon’ble Delhi High Court subject to the terms of this Full and Final Settlement Agreement.*
- 2) *The Second Party and Third Party have agreed to pay*



*Full And Final Settlement Amount, as mentioned hereinbelow, towards complete discharge of their liability arising out of, or in relation to, under the Registered Lease Deed dated 08.11.2019 and Deed of Guarantee dated 08.11.2019 including the reliefs sought by the First Party in CS(OS) No. 173/2020 which is pending before the Hon'ble Delhi High Court:*

- a) The Second Party and Third Party release their right over the Security Deposit of Rs. 15,75,000/- (Rupees Fifteen Lakhs and Seventy Five Thousand Only) given to the First Party vide Cheque No. 002342 dated 05.11.2019 drawn on HDFC Bank, Netaji Subhash Place Pitam Pura, New Delhi. The First Party shall be entitled to use, adjust and utilize the said Security Deposit;*
- b) An amount of Rs. 5,25,000/- (Rupees Five Lakhs and Twenty Five Thousand Only) deposited by the Second Party before the Registrar General, Delhi High Court on 20.08.2020 through Manager's Cheque dated 19.08.2020 drawn on HDFC Bank, Netaji Subhash Place Pitam Pura, New Delhi, shall be released to the First Party. The Parties shall jointly request the Hon'ble High Court to release such amount expeditiously in favour of the First Party;*
- c) In addition to above, the Second Party shall pay an amount of Rs. 6,50,000/- (Rupees Six Lakhs and Fifty Thousand Only) to the First Party within a period of 4 weeks from the Effective Date of this Settlement Agreement, i.e. on or before 06.11.2020, by way of Demand Draft/Bank Transfer.*
- d) The Second Party shall also pay to the First Party the electricity charges for Rs. 28,897/- (Rupees Twenty-Eight Thousand Eight Hundred and Ninety Seven Only) arising out of Electricity Bill dated 31.08.2020, and any other amount as may be brought to the notice of the Second Party for use of*



*electricity up to 31.08.2020, i.e. the date of handing over of the Tenanted Premises to the First Party.*

- 3) At the time of Execution of this Settlement Agreement, the First Party undertakes to hand-over to the Second Party all the post-dated cheques which were issued by the Second Party at the time of execution of the Lease Deed as per Clause 13, excluding those filed in 5 complaint cases titled 'Tushar Estates Pvt. Ltd. v. Global Audio Pvt. Ltd.' being C.C. No. 7174/2020, C.C. No. 7173/2020, C.C. No. 7103/2020, C.C. No. 7102/2020 and C.C. No. 7101/2020 filed in Patiala House. The First Party shall undertake to withdraw the said complaint cases on 07.11.2020.*
- 4) The First Party undertakes to withdraw the Civil Suit bearing CS(OS) No.173/2020 pending before the Hon'ble Delhi High Court, and any other pending litigation of either civil or criminal nature (including any complaint under Sections 138/142 of the Negotiable Instruments Act, 1881) in any court or before any authority against the Second Party and Third Party or any other person related to such parties, with respect to the Tenanted Premises, within a period of two weeks from the date of execution of this Settlement Agreement.*
- 5) Similarly, the Second Party and/or Third Party shall not file or initiate any claim, suit or criminal complaint against the First Party in respect of, or in relation to, the Tenanted Premises. The Second Party and Third Party represent that no such claim, criminal complaint or suit has been filed or initiated against the First Party till date.*
- 6) By signing this Settlement Agreement, the Parties unequivocally agree that they have no further claims or demands against each other and all the disputes, differences and all the pending litigation has been amicably settled by the Parties hereto through the process of Mediation. Upon realization and payment of Full and Final Settlement Amount to the First Party, as*



*stated in Clause 2 above, the obligations of Second Party and/or Third Party stands fully discharged under the terms and conditions of the Registered Lease Deed and Deed of Guarantee, both dated 08.11.2019.*

- 7) The First Party shall pray before this Hon'ble Court for refund of Court Fee in accordance with Section 16 of the Court Fees Act, 1890 read with Section 89 of the Code of Civil Procedure, 1908.*
- 8) This Settlement Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and the Parties shall be bound by the terms and conditions of this settlement agreement. It is expressly declared that no variation, amendment, modification or addition to the Agreement shall be effective and binding on any party unless set forth in writing and duly authorized by the parties hereto.*
- 9) That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future and the suit be disposed of in terms of the Settlement Agreement.*
- 10) That in the light of the aforesaid terms, the First Party will be at liberty to move an appropriate application, under Section 16 of the Court Fees Act, 1870 read with Section 89 of CPC, 1908 and/or make a prayer to the Hon'ble court for refund of the Court Fee.*
- 11) The parties agree that they have arrived at the present Settlement Agreement with their own free will and desire and without any pressure, fraud, force, coercion or undue influence by either of the parties and they undertake to be bound by the terms thereof. The parties agree that the statements/commitments made by them in the present Settlement Agreement shall be treated as their undertakings to the Hon'ble Court and in case of any violation of the terms of the present agreement they shall be held liable for contempt of Court under the Contempt of Courts Act.*
- 12) The parties agree that they shall appear before the*



*Hon'ble court during the virtual hearing to make their statements in terms of the present settlement agreement."*

2. The Settlement Agreement is duly supported by consent emails of Sh. N.N. Pandey, Authorised Representative of the plaintiff, Mr.Vaibhav Sharma, Authorized Representative of defendant No. 1 and Mr.Saurabh Ahuja, Authorized Representative of defendant No. 2. Copies of the resolutions authorizing Mr. N.N. Pandey and Mr.Vaibhav Sharma have also been placed on record along with the Settlement Agreement.
3. Since by clause 2(b), the parties have agreed that sum of Rs.5,25,000/- deposited through Manager's cheque dated 19.08.2020 drawn on HDFC Bank be released to the first party, the Registrar General of this Court is directed to release the sum of Rs.5,25,000/- deposited on 20.08.2020 to the Authorised Representative of the plaintiff.
4. Learned counsel for defendant Nos. 1 and 2, on instructions, states that defendant Nos. 1 and 2 will abide by the terms of the Settlement Agreement dated 09<sup>th</sup> October, 2020 and an amount of Rs.6,50,000/- will be paid to the plaintiff by 06<sup>th</sup> November, 2020 and also a sum of Rs.28,897/- and further due towards the electricity bill dated 31.08.2020. Learned counsel for the plaintiff states that post dated cheques as mentioned in para 3 of the Settlement Agreement have been already sent by post to the office of Mr.Divyakant Lahoti, Advocate.
5. Both the parties thus seek leave to withdraw their respective litigation.
6. In terms of the settlement, the suit is disposed of as withdrawn. Applications are disposed of as infructuous.
7. Since the parties have entered into a settlement before the Delhi High Court Mediation and Conciliation Centre, the Court Fee be returned to the



Authorised Representative of the plaintiff under Section 16 of the Court Fee Act. Registry to issue necessary certificate.

8. Order be uploaded on the website of this Court.

**MUKTA GUPTA, J.**

**OCTOBER 23, 2020**

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