

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

WRIT PETITION (C) NO. 412 OF 2017

MR. IQBAL CHAND MALHOTRA

Petitioner(s)

VERSUS

TRANS ASIAN INDUSTRIES EXPOSITION PVT. LTD & ORS. Respondent(s)

O R D E R

The Mediator's Report has been placed before us. It is noticed from the Report that the parties have amicably settled all their contentious issues and have arrived at a settlement on the following terms:

"SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between the Petitioner and the Respondent on this 04th day of April 2019 at New Delhi.

1. That the Petitioner herein is the landlord and M/s. Trans Asian Industries Exposition Pvt. Ltd. (through is Director Mr. Mohammed Yaseen Mir), the Respondent Company was his tenant. Thereafter disputes and differences had arisen between the parties hereto.
2. That the parties and their family members have filed various petitions/Cases against each other, out of which the pending cases between the parties are mentioned in the list annexed as Annexure 'A' with the present settlement.

3. That the present petition bearing Writ Petition (C) No. 412 of 2017 was filed by the Petitioner and the tentative next date of hearing before the Hon'ble Court is 06th May 2019.
4. That the above-mentioned matter has been referred to mediation by this Hon'ble Court vide its Order dated 07.03.2019.
5. That both the parties have consented to Ms. Asha Gopalan Nair, Advocate as being the Mediator in the matter.
6. That mediation proceedings were held on 29.03.2019 at 4.00 PM and today i.e. 04.04.2019 at 04.00 PM at the Supreme Court Mediation Centre, wherein joint discussions were held between the parties along with their respective advocates in the above said mediation proceedings and various proposals for settlement were discussed between the parties.
7. That both the parties hereto confirm and declare that they have voluntarily and of their own free will, arrived at this Settlement in the presence of the Mediator and have decided to amicably settle their disputes which are pending in various courts for a number of years.
8. That the Parties hereby agree to withdraw their respective pending petitions/cases as mentioned in Annexure 'A' and further agree to withdraw all other petitions/cases arising out of the said dispute (if any) and further also state that they are ready to withdraw all other petitions/cases filed by their respective family members arising out of the said dispute.
9. That both the parties shall file a joint early hearing application before the Hon'ble Supreme Court for passing necessary orders in terms of the present settlement agreement.
10. That it is further agreed between the parties that the Petitioner and the Respondents shall not have any claims whatsoever against each other in all the cases as mentioned in Annexure 'A' or any other cases relating to the present dispute.
11. That it is further agreed between the parties that they shall withdraw any complaints (if any) filed against each other in any forum/any government department, etc. and shall not pursue any adversarial litigation.

12. That both the parties undertake that henceforth they would not file any complaint or any other case (in any manner) against each other or their family members with regard to the present dispute before any Court/Forum/Authority etc. Both the parties also undertake to withdraw any other pending cases), which have been filed against each other and/or their respective family members, Directors and Employees.
13. That the Petitioner herein would have no claim whatsoever in future with regard to the movable and/or immovable assets of the Respondent - M/s. TRANS ASIAN INDUSTRIES EXPOSITION PVT. LTD. and its Directors Mr. Mohammed Yaseen Mir and Mr. Mohammed Hanif Mir hence forth. Similarly, M/s. TRANS ASIAN INDUSTRIES EXPOSITION PVT. LTD. and its Directors Mr. Mohammed Yaseen Mir and Mr. Mohammed Hanif Mir shall have no claim whatsoever in future with regard to movable and/or immovable property of the Petitioner Mr. Iqbal Chand Malhotra or that of his wife Mrs. Anu Malhotra.
14. That the Parties undertake to file appropriate applications before the competent Courts of Law at New Delhi and in Srinagar and Jammu in the State of J & K for the withdrawal of all matters connected therewith within 30- days of the Settlement Agreement being endorsed by the Hon'ble Supreme Court.
15. That by signing this Agreement dated 04.04.2019 the parties hereto state that they have no further claims and/or demands against each other and all the disputes and differences have been amicably settled by the parties hereto through the process of Mediation.
16. The parties undertake before this Hon'ble Court to abide by the terms and conditions set out in the above-mentioned Agreement, which have been arrived at without any coercion, duress or collusion and undertake not to raise any dispute whatsoever henceforth."

The Writ Petition is disposed of in terms of the settlement agreement referred to above. The assurance given by the parties to withdraw respective proceedings is accepted.

We express word of appreciation for the sincere efforts put in by the Mediator Ms. Asha Gopalan Nair.

.....J
(A.M. KHANWILKAR)

.....J
(SANJIV KHANNA)

New Delhi
May 06, 2019

ITEM NO.25

COURT NO.9

SECTION X

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Writ Petition(s)(Civil) No(s). 412/2017

MR. IQBAL CHAND MALHOTRA

Petitioner(s)

VERSUS

TRANS ASIAN INDUSTRIES EXPOSITION PVT. LTD & ORS. Respondent(s)

(IA 46639/2017- EX-PARTE STAY)

Date : 06-05-2019 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE A.M. KHANWILKAR

HON'BLE MR. JUSTICE SANJIV KHANNA

For Petitioner(s)

Mr. Jay Kapur, Sr. Adv.

Mr. Debmalya Banerjee, Adv.

Mr. A.S. Aman, Adv.

Mr. Aviral Kapoor, Adv.

Mr. Vardain Wanchoo, Adv.

M/S. Karanjawala & Co., AOR

For Respondent(s)

Mr. Aniruddha Deshmukh, AOR

UPON hearing the counsel the Court made the following
O R D E R

The Writ Petition is disposed of in terms of the signed order.

Pending applications, if any, stand disposed of.

(DEEPAK SINGH)
COURT MASTER (SH)

(VIDYA NEGI)
COURT MASTER (NSH)

[Signed order is placed on the file]