

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 10966/2024

M/S.BETWA COTTAGE PRIVATE LIMITED

APPELLANT(S)

VERSUS

KAMAL CHATTERJEE & ORS.

RESPONDENT(S)

WITH

CIVIL APPEAL NO. 10997/2024

O R D E R

1. It has been brought to the notice of this Court that the parties have finally reached at a settlement and have amicably resolved the issue.

2. The settlement agreement reads as under :

This Settlement Agreement ("Agreement") is made on this 17 day of January, 2026, at Kolkata, India.

BETWEEN:

(i) M/s Betwa Cottage Pvt. Ltd., (PAN AADCB2226R) a company incorporated under the Companies Act, having its registered office at 35, Kabi Savitri Prasanna Chattopadhyay Road, (previously Lansdowne terrace), 2nd Floor, PS Lake, Kolkata-700026 (hereinafter referred to as the "Builder") through its authorised representative Mr. Abhimanya Jha, duly authorised vide Board Resolution of the Company dated 16 September 2024.

(ii) Mr. Chandrakant Khemka (PAN No.

AEXP7129K) (Aadhar No. 5771 2693 1677), Director of M/s Betwa Cottage Pvt. Ltd., having his office at 25, Ballygunge Park, Flat 3D, Kolkata 700019.

(iii) Mr. Anish Hemani (PAN No. AAQPH5242K) (Aadhar No. 5856 7407 3017), Employee of Betwa Cottage Pvt. Ltd presently residing at 35/1A, Paddapukur Road, Rajlaxmi, 3rd Floor, Kolkata, West Bengal-700020.

Hereinafter referred to as the parties of the first part or FIRST PARTY

AND:

(i) Kamal Chatterjee (PAN No. ADPPC8758H) (Aadhar No. 9426 6509 8238), son of Late Dr. Aditya Nath Chatterjee, residing at Unit No. 498, The William, 1 Broadacres Drive East, Fourways extension-55, Johansburg-2091, Republic of South Africa and also at H2/199, Sarsuna Satellite Township, Shakuntala Park, Behala, Kolkata-700061

(ii) Mrs. Kavita Chatterjee (PAN No. AGFPC7343B) (Aadhar No. 6745 8367 2017), wife of Kamal Chatterjee, residing at Unit No. 498, The William, 1 Broadacres Drive East, Fourways extension-55, Johannesburg-2191, Republic of South Africa and also at H2/199, Sarsuna Satellite Township, Shakuntala Park, Behala, Kolkata-700061

(hereinafter referred to as the "Buyer") and or referred to as parties of the second part or SECOND PARTY

Whereas the Buyer/Second Party and Builder/First Party entered into a Builder-Buyer Agreement (BBA) dated 18.09.2015 for Flat/Unit/Apartment No. E, on the fourth floor, of the new building, admeasuring 2916 sq. ft. alongwith one covered car parking space at basement together with the proportionate share in the land and in the common parks and portion mentioned and described in the builder-buyer agreement in

the project named AKSHARA VILAS at premises No. 43, Diamond Harbour Road, Kolkata.

Whereas under the Builder-Buyer Agreement (BBA) dated 18.09.2015, the First Party was under an obligation to hand over the Flat/ Unit/ Apartment to the Second party within the stipulated time mentioned in the agreement.

whereas the Second Party alleged delays regarding the possession timeline and compensation/interest approached the National Consumer Dispute Redressal Commission at New Delhi by way of a Consumer Complaint No. 3640 of 2017 seeking handing over of possession, execution of registered deed of conveyance, compensation etc.

whereas the said Consumer Complaint filed by the parties of the second part was allowed by the National Consumer Dispute Redressal Commission vide Judgment and Order dated 20.08.2024 directing the parties of the first part to deliver possession of the flat, execute the registered deed of conveyance and pay delay compensation @ 9% on the sum of Rs. 1.66 crores already paid by the parties of the second part to be calculated on and from 1st August 2017 with the directions to make payment within one month and in the event of default of any payment thereof, the same shall carry further interest of 12% from the date of default till the realisation of the delay compensation. On the other hand, the parties of the second part being the buyers were directed to pay the balance consideration of Rs. 34,00,000/- plus Rs. 15,66,634/- comprising of the statutory liabilities, legal charges for the purposes of conveyance, other charges etc. totalling to around Rs. 49,66,634/-.

Whereas the Second PartyParty filed an Execution Application before the NCDRC being EA No. 403 of 2024 in CC No. 3640 of 2017 seeking adjustment of the balance consideration payable by the parties of the

First part against the delay compensation payable by the parties of the first part and payment of the remaining delay compensation including possession of the flat after finishing all unfinished work regarding the flat etc.

Whereas the parties of the first part challenged the Judgment and Order dated 20.08.2024 passed by NCDRC before the Hon'ble Supreme Court of India by way of Appeal under Section 23 of the Consumer Protection Act, 1986, one filed by Betwa Cottage Pvt. Ltd. being CA No. 10966 of 2024 and another filed by Anish Hemani, being CA No. 10997 of 2024.

Whereas during the course of proceedings and hearing of the Civil Appeals, the parties were advised to settle the matter amongst themselves and with the intervention of the Hon'ble Supreme Court and the assistance of the legal advisers, with the objective of fully and finally resolving all disputes, including claims relating to the flat, the Agreement for Sale, the NCDRC Judgment and the pending appeals, the parties to avoid further litigation and cost have attempted to resolve the disputes between them.

Whereas the parties have resolved their disputes and have agreed that the parties of the first part shall handover possession of the flat on 'as is where is basis' and execute the registered deed of conveyance within the stipulated time frame by making necessary applications before the concerned Sub-Registrar and due execution of the registered deed of conveyance.

Whereas the First Party has waived off its claim on the balance outstanding amount of Rs.49,66,634 and the Second Party has waived off the compensation awarded by the NCDRC to the extent agreed under the present settlement agreement. To arrive at an amicable settlement, it is agreed that the First Party

shall pay an amount of Rs. 15,00,000/-vide original demand drafts to the Second Party at the time of registration/ of the Sale Deed. An undertaking to withdraw the Execution Application shall be given by the Second Party to the First Party on the date of registration and handing over the possession of the Flat.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES SETFORTH HEREIN, THE PARTIES HERETO DO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS: -

(1) In consideration of the mutual promises and covenants herein, and subject to strict, time-bound compliance by the First Party, it is agreed that the First Party shall pay the Second Party a lumpsum amount of ₹15,00,000/- (Rupees Fifteen Lakhs only) through demand draft favouring the Second Party and shall prepare the demand draft of Rs. 7,50,000/- each in the name of "Kamal Chatterjee" and "Kavita Chatterjee".

(2) That the Second Party shall not pay the balance consideration of Rs. 49,66,634/- to the first party, which is inclusive of balance consideration of Rs. 34,00,000/-, plus statutory payments and charges including legal charges and or any other charges payable by the Second Party totalling Rs.15,66,634/- under the agreement for sale dated 18.09.2015.

(3) That upon payment of the Settlement Amount in terms of the adjustment and payment in the preceding paragraphs, which is inclusive of and in full satisfaction of all claims towards delay compensation, interest, damages, mental agony, harassment, litigation costs and any other monetary or non-monetary reliefs arising out of or connected with the Said Unit, the Said Project, the Agreement for Sale, the NCDRC Judgment and all proceedings, the parties shall be left with no other claim against each other.

(4) Further, upon payment and adjustment of

the Settlement Amount in the manner prescribed in the preceding paragraphs, there shall be no balance sale consideration payable by the second party, no statutory dues, no drafting or legal charges for preparation of the deed of conveyance, or any charges towards making application for registration of the deed of conveyance by the First Party and no holding or maintenance charges prior to delivery of possession of the flat to the second party, shall be payable by the Second Party. Maintenance charges contemplated under the agreement for sale dated 18.09.2015 shall commence after the handing over of possession of the flat to the second party. However, the stamp duty for execution of the sale deed in respect of the said Flat shall be borne by the Second Party. Further, the requisite stamp papers shall be provided by the Second Party to the First Party one week before the execution of the sale deed.

(5) The Second Party acknowledges that upon full compliance by the First Party to the terms of this settlement agreement, no further claims of any nature whatsoever shall survive. The Second Party shall give a no dues letter to the First Party at the time of registration of the conveyance deed. First party will also issue no dues letter to the Second Party at the day of Registration of the Sale Deed. An undertaking to withdraw the Execution Application shall be given by the Second Party to the First Party on the date of registration and handing over the possession of the Flat.

(6) The First Party represents that no third party right or encumbrances exist over the said unit/flat/property and it has full authority to convey valid title to the second party.

(7) That the First Party will handover vacant, peaceful and 'as is where is basis' physical possession of the flat to the Second Party on

the date of registration of the conveyance deed alongwith a letter of offer of possession, a monetary receipt of balance consideration, statutory charges, drafting and legal charges and all other charges payable under the agreement for sale dated 18.09.2015 alongwith declaration of having received entire payment against the consideration for the flat.

(8) The First Party shall also issue the possession letter for the flat as per the terms of the agreement for sale dated 18.09.2015. A copy of the completion certificate issued by Kolkata Municipal Corporation shall also be delivered to the second party.

(9) The First Party represents that the completion certificate issued by Kolkata Municipal Corporation under applicable laws is a deemed occupancy certificate and shall be treated as same. Letter to this effect will be provided by the First Party to the Second Party.

(10) That upon execution of this settlement agreement, the Civil Appeal No. 10966 of 2024 and Civil Appeal 10997 of 2024 shall be prayed to be disposed off in terms of this agreement and the parties shall file all necessary applications, affidavits and statements to give effect to this settlement, as directed by the Hon'ble Supreme Court.

(11) Second party undertakes to withdraw all pending litigations including NCDRC Execution Application after registration of the deed of conveyance is duly completed and the settlement amount of Rs. 15,00,000/- has been received on the date of registration.

(12) That upon due performance of this agreement, the Second Party fully and forever releases and discharges the parties to the first part, its Directors, Officers, Employees and Agents from all claim arising out of the

subject matter herein.

(13) The parties upon due performance of this agreement, undertakes not to initiate or pursue any further, Civil, Criminal, Consumer or other proceedings in relation to the said unit or said project or in respect of matters arising from the Agreement for Sale dated 18.09.2015.

(14) The parties have understood and agreed that steps for compliance of terms of the agreement would be completed within 30 days or as stipulated by Honourable Supreme court of India from the execution of this agreement. Further, time is of essence of this agreement. In the event, any Party fails, delays or defaults in their undertakings under this Agreement, or fails to make payment of Rs. 15,00,000/- to the Second Party at the time of execution or registration of the deed of conveyance or fails to execute the registration of deed of conveyance or providing the no dues certificate or fails to withdraw the Execution Application, would entitle the non defaulting party, without any further notice to the defaulting party, for automatic revival of all proceedings.

(15) Any default on the part of any Party would render the present settlement agreement as void at the option of the other party. The non defaulting party would also be entitled to seek contempt proceedings for breach of court recorded consent terms. The non defaulting party would also be entitled to claim additional cost, interest and damages without prejudice. In such event, no plea of waiver, estoppel or part performance shall be available to the first party.

(16) The parties confirm that this agreement is executed voluntarily, without any coercion or undue influence and has been entered into with full understanding of its legal consequences after obtaining independent legal

advice.

(17) The Hon'ble Supreme Court of India shall retain jurisdiction for implementation and enforcement of the consent terms of the present settlement agreement.

(18) The recitals form an integral part of the present agreement.

(19) This Agreement is solely for the benefit of the Parties hereto, and no other person or entity shall have any right hereunder. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective executors, administrators, personal representatives, heirs, successors and assigns.

(20) That this Agreement is executed in triplicate and each party shall retain one original copy and the third copy shall be placed on record of the Hon'ble Supreme Court.

(21) That the Parties agree that they shall not take any steps contrary to the terms and conditions as agreed between the Parties in this Agreement and the Parties herein undertake to keep the terms of this Agreement confidential and this Agreement shall not be treated as a precedent.

(22) That the arrangement and understanding so arrived at between the Parties in terms of this Agreement shall be limited to the subject matter and issues dealt with in this Agreement only.

(23) That the parties represents and declares to each other that each party signing the present settlement agreement has the full legal power, competence and lawful authority to enter into, execute and deliver this Agreement and to perform the acts as contemplated under this Settlement Agreement."

3. In light of the aforesaid settlement agreement, no dispute survives and the appeals stand disposed of in terms

of the settlement agreement.

4. Pending application(s), if any, shall stand disposed of.

.....J.
[SATISH CHANDRA SHARMA]

.....J.
[NONGMEIKAPAM KOTISWAR SINGH]

NEW DELHI;
14th July, 2026

ITEM NO.46

COURT NO.17

SECTION XVII-A

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Civil Appeal No(s). 10966/2024

M/S.BETWA COTTAGE PRIVATE LIMITED

Appellant(s)

VERSUS

KAMAL CHATTERJEE & ORS.

Respondent(s)

[MEDIATION REPORT RECEIVED.]

IA No. 267924/2025 - APPROPRIATE ORDERS/DIRECTIONS

IA No. 228274/2024 - EX-PARTE STAY

IA No. 236145/2024 - PERMISSION TO FILE ADDITIONAL
DOCUMENTS/FACTS/ANNEXURES

WITH

C.A. No. 10997/2024 (XVII-A)

IA No. 236325/2024 - PERMISSION TO FILE ADDITIONAL
DOCUMENTS/FACTS/ANNEXURES

IA No. 229518/2024 - STAY APPLICATION

Date : 14-07-2026 These matters were called on for hearing today.

CORAM : HON'BLE MR. JUSTICE SATISH CHANDRA SHARMA
HON'BLE MR. JUSTICE NONGMEIKAPAM KOTISWAR SINGH

For Appellant(s) : M/S. Khaitan & Co., AOR
Mrs. Vanita Bhargava, Adv.
Mr. Ajay Bhargava, Adv.
Mr. Milind Jain, Adv.
Mr. Arsh Alok, Adv.

Mrs. Priya Puri, AOR
Mr. Sachin Dubey, Adv.
Mr. Abhishek Mishra, Adv.
Mr. Sharad Kumar Puri, Adv.
Ms. Riya Dogra, Adv.

For Respondent(s) : Mr. Rana Biswas, Adv.
Mr. Kartik Chettiar, Adv.
Mr. Sunil Kumar Sharma, AOR

Mrs. Priya Puri, AOR
Mr. Sachin Dubey, Adv.
Mr. Abhishek Mishra, Adv.
Mr. Sharad Kumar Puri, Adv.
Ms. Riya Dogra, Adv.

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

1. The appeals are disposed of in terms of the signed order placed on the file.
2. Pending application(s), if any, shall stand disposed of.

(RAHUL KUMAR)
COURT MASTER (SH)

(KOMAL)
COURT MASTER (NSH)