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

+ RFA 188/2016 and CM APPL. 12143-44/2016

MOHD JASIM

..... Appellant

Through: Ms. Isha Khanna, Advocate with
appellant in person.

versus

USHA GAUTAM

..... Respondent

Through: Mr. Vipul Srivastav, Advocate with
respondent in person.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

08.12.2016

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1. Pursuant to the parties being referred to mediation, a Settlement Agreement dated 11.11.2016 has been forwarded by the Delhi High Court Mediation and Conciliation Centre, whereunder the terms and conditions of the settlement have been recorded in para 7.

2. Counsels for the parties state that the appellant has agreed to vacate the suit premises on receipt of Rs.4 lacs from the respondent. Counsel for the appellant states that she has brought the keys of the suit premises, which are handed over to the respondent through counsel. Counsel for the respondent hands over two drafts bearing No.501983 dated 07.12.2016 drawn on ICICI Bank, Connaught Place and No.982914 dated 07.12.2016 drawn on Oriental Bank of Commerce, Uttam Nagar, for Rs.1 lac and Rs.2 lac respectively. Both the parties confirm that the appellant has already

received a sum of Rs.1 lacs through a demand draft at the time of negotiating the settlement. In view of the settlement arrived at between the parties, the respondent has agreed to withdraw the execution petition within two weeks from today.

3. The Court has perused the Settlement Agreement. The same has been signed by the parties and their respective counsels as also the learned Mediator. In view of the fact that the parties have arrived at a settlement, nothing further survives for adjudication in the present appeal, which is accordingly disposed of alongwith the pending applications, while leaving the parties to bear their own expenses.

HIMA KOHLI, J

DECEMBER 08, 2016

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