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

+ RSA 81/2016 and C.M. No.10550/2016 (stay)

HARENDER YADAV Appellant

Through: Ms. Mishika Singh, Advocate.

versus

MUNNI DEVI Respondent

Through: Mr. Matloob Alam, Advocate.

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% **17.10.2016**

1. Disputes between the parties have been settled as parties have signed the settlement agreement dated 29.9.2016 before the Delhi High Court Mediation & Conciliation Centre. Accordingly, parties pray and it is ordered that this Regular Second Appeal will stand disposed of in terms of the settlement agreement dated 29.9.2016 which is a written agreement signed by the parties and therefore falls under Order 23 Rule 3 of Code of Civil Procedure, 1908 (CPC). Counsel for the appellant has handed over to the counsel for the respondent a pay order for a sum of Rs.1,17,000/- dated 6.10.2016 bearing no.469984 drawn on Kotak Mahindra Bank for part

settlement as recorded in the agreement dated 29.9.2016. Both the parties agree to be bound by and comply with the terms of the settlement agreement dated 29.9.2016, and in case of any breach thereof, the aggrieved party can always seek execution of the settlement agreement dated 29.9.2016, and on the basis of which a decree is passed today by this Court.

2. Appeal is accordingly disposed of as compromised.

3. In view of Section 16-A of the Court-fees Act, 1870 (as applicable to Delhi), 50% of the court fee be refunded to the appellant and accordingly a necessary certificate be issued by the Registry of this Court within two weeks in favour of the appellant.

VALMIKI J. MEHTA, J

OCTOBER 17, 2016

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