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

+ **FAO 153/2013**

JYOTSNA MANDAL Appellant
Through: **Mr. R.K. Narang, Adv.**

versus

PETER BAR COMMISSIONER EMPLOYEES
COMPENSATION ACT AND ANR Respondents
Through: **Mr. Mahesh Srivastava and Mr.**
Ashok Kumar Sharma, Advs.

CORAM:
HON'BLE MR. JUSTICE J.R. MIDHA

% **ORDER**
26.02.2016

1. The petitioner and respondent No.2 present in Court submit that they have amicably settled their disputes. As per the settlement, respondent No.2 has agreed to hand over demand draft No.010285 dated 24th February, 2016 for Rs.3,75,000/- to the appellant in full and final settlement. Settlement between the parties is taken on record. The appeal is disposed of in terms of the settlement.

2. The appellant has account No.3522494541 with Central Bank of India, Okhla Industrial Estate, New Delhi. The petitioner shall deposit the demand draft No.010285 for Rs.3,75,000/- with Central Bank of India, Okhla Industrial Estate, New Delhi whereupon the bank shall transfer a sum of Rs.25,000/- in the saving bank account of the appellant. The balance amount of Rs.3,50,000/- shall be kept in the fixed deposit in the name of Jyotsna Mandal in the following manner:-

- i. Fixed deposit for Rs.25,000/- in the name of Jyotsna Mandal for a period of six months.

- ii. Fixed deposit for Rs.25,000/- in the name of Jyotsna Mandal for a period of one year.
- iii. Fixed deposit for Rs.25,000/- in the name of Jyotsna Mandal for a period of 1 ½ years.
- iv. Fixed deposit for Rs.25,000/- in the name of Jyotsna Mandal for a period of 2 years.
- v. Fixed deposit for Rs.25,000/- in the name of Jyotsna Mandal for a period of 3 years.
- vi. Fixed deposit for Rs.25,000/- in the name of Jyotsna Mandal for a period of 4 years.
- vii. Fixed deposit for Rs.25,000/- in the name of Jyotsna Mandal for a period of 5 years.
- viii. Fixed deposit for Rs.25,000/- in the name of Jyotsna Mandal for a period of 6 years.
- ix. Fixed deposit for Rs.25,000/- in the name of Jyotsna Mandal for a period of 7 years.
- x. Fixed deposit for Rs.25,000/- in the name of Jyotsna Mandal for a period of 8 years.
- xi. Fixed deposit for Rs.50,000/- in the name of Jyotsna Mandal for a period of 9 years.
- xii. Fixed deposit for Rs.50,000/- in the name of Jyotsna Mandal for a period of 10 years.

3. The interest on all the said fixed deposits shall be paid monthly to the appellant by transferring the same to her savings bank account at West Bengal. The appellant shall communicate the particulars of the savings bank account to Central Bank of India within a period of 30 days.

4. The original fixed deposits shall remain with Central Bank of India and the attested copies thereof shall be handed over to the appellant.

5. Upon maturity of each FDR, Central Bank of India shall credit the maturity amount in the petitioner's saving bank account at West Bengal without insisting upon her personal presence at Delhi.
6. No loan or pre mature discharge of the FDR be permitted without permission of this Court.
7. The Court Master shall make shall make an endorsement on the back of the demand draft in favour of the Central Bank of India to disburse the amount in terms of this order. The appellant shall hand over the copy of this order to the Manager, Central Bank of India at the time of depositing the demand draft.
8. This Court appreciates the assistance rendered by Mr. Sanat Kumar, learned amicus curiae and Mr. Mahesh Srivastava, learned counsel for respondent No.2 in resolving this matter.
9. List for reporting compliance by Central Bank of India on 21st April, 2016.
10. Copy of this order be given *dasti* to counsels for the parties under signature of Court Master.

J.R. MIDHA, J.

FEBRUARY 26, 2016

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