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

+ RFA 371/2016 and CM APPL. 20943-20944/2016

STATE BANK OF INDIA

..... Appellant

Through: Ms. Jaya Tomar, Advocate with
Mr. Mukul Shanker Saxena, Chief Manager
(Administration) in person.

versus

HARISH KUMAR CHAWLA

..... Respondent

Through: Ms. Shreya Singh, Advocate with
respondent in person.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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24.11.2016

CM APPL. 42424/2016 (joint application u/O XXIII R 3 CPC)

1. The present compromise application has been filed by the parties stating *inter alia* that they have been able to arrive at a negotiated settlement, the terms and conditions whereof have been mentioned in paras 2 to 7.

2. It has been agreed by the parties that the appellant/Bank shall hand over the vacant peaceful possession of the suit premises to the respondent on or before 30.04.2017 and the arrears of the use and occupation charges of the suit premises shall be paid to the respondent at the rate mentioned in

para 2 of the application, on or before 30.11.2016. Apart from that, the electricity, water and telephone bills of the premises shall also be paid by the appellant/Bank directly to the concerned authorities. The remaining rent shall be paid by the appellant/Bank to the respondent on or before 30.04.2017. The appellant/Bank has also undertaken to remove all the fittings and fixtures installed in the suit premises and restore it to its original position before handing over the vacant peaceful possession thereof to the respondent.

3. Counsels for the parties jointly state that in view of the settlement arrived at between the parties, the respondent has undertaken to withdraw the execution petition pending before the trial court on or before 07.12.2016 and the suit pending before the trial court, on or before 07.05.2017. Counsels for the parties state that the present appeal may be disposed of in terms of the compromise recorded in the application.

4. The Court has perused the present application. The same has been signed by the authorised signatory of the appellant/Bank and the respondent as also the learned counsels and is duly supported by the affidavits of the deponents to the application.

5. As counsels for the parties jointly state that they have arrived at the aforesaid settlement of their own free will and volition and without any undue influence or coercion from any quarters, there appears no legal impediment in accepting the said settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the present application.

6. The appeal is disposed of alongwith the pending applications, while leaving the parties to bear their own expenses.

HIMA KOHLI, J

NOVEMBER 24, 2016

rkb/ap

