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

+ RFA 316/2015 & CM No. 8636/2015 (Stay)

VADEHRA BUILDERS PVT. LTD. Appellant
Through: Mr Bhupendra S. Chauhan, Adv.

versus

CHARAN SINGH SAINI Respondent
Through: Mr Gaurav Goel, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

% **11.01.2016**

1. Learned counsel for the appellant informs me that parties have arrived at a settlement. Qua the impugned judgement and decree, which is a money decree, six cheques were issued by the appellant for a total sum of Rs. 11.59 lacs.

2. Learned counsel for the respondent informs me that out of six cheques, four cheques have been honoured. In so far as the remaining two cheques are concerned (which in all total to a sum of Rs. 2.59 lacs), learned counsel for the respondent says, the same could not been presented on the due date as there was a bank strike. I am informed that the said cheques will be deposited in the next few days.

3. Learned counsel for the appellant undertakes to the court that the said cheques, on presentation, will be honoured.

3.1 The only concern of the learned counsel for the appellant, is that, on the remaining two cheques being honoured, the respondent should not dither from withdrawing the execution proceedings.

4. Learned counsel for the respondent undertakes to the court that if, the remaining two cheques are honoured, the pending execution proceedings will be withdrawn.

4.1 I am informed that the execution proceedings are slated for hearing before the concerned court, on 22.01.2016.

5. In view of the statements made by the counsels for the parties, the appeal and the pending application are disposed of in terms thereof. It is made clear, that the parties will remain bound by the undertaking given to this court by their respective counsel.

RAJIV SHAKDHER, J

JANUARY 11, 2016

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