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

+ **EX.P. 431/2015**

MAHANAGAR TELEPHONE NIGAM LTD. Decree Holder

Through : **Mr R.N. Singh and Mr A.s. Singh,**
Advocates.

versus

HIMALAYA COMMUNICATION LTD.

(HCL)

..... Judgement Debtor

Through : **Mr Sakal Bhushan, Advocate.**

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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19.10.2016

The learned counsel appearing for the Judgment Debtor states that in terms of the order dated 31.05.2016 he had made an offer to the Decree Holder for discharge of the amounts claimed. The Judgment Debtor's offer was not accepted but the Decree Holder made a counter offer by its letter dated 13.06.2016. The Judgment Debtor has accepted the counter offer and has agreed to the terms as put by the Decree Holder. A copy of the letter dated 13.06.2016 embodying the counter offer made by the Decree Holder has also been handed across and the same is taken on record.

In terms of the said settlement, the Judgment Debtor has already deposited 11 cheques all for a sum of ₹5,56,344/- each with the Decree Holder. Out of the said cheques, three cheques dated 20.07.2016, 20.08.2016 and 20.09.2016 have already been encashed. The Judgment Debtor has further undertaken that the balance cheques would also be duly honoured and the last and final cheque dated 20.05.2017 shall be furnished after the

Decree Holder notifies the final instalment as per the settlement. Further, the Decree Holder is also at liberty to revive the execution proceedings as well as its complaint under Section 138 of Negotiable Instruments Act, 1881, in the event the terms of the settlement are not complied with.

In view of the above settlement, the present petition is disposed of with the liberty to the petitioner to revive the same in the event the terms of the settlement are not complied with by the Judgment Debtor.

VIBHU BAKHRU, J

OCTOBER 19, 2016
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