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

+ **RFA 774/2016**

RAKESH KUMAR AGGARWAL Appellant

Through: Mr. Abhishek Harjika, proxy counsel

versus

JAYA LAKSHMI NARAYAN

..... Respondent

Through: Mr. R.K. Singla, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% **09.03.2017**

1. Counsels for the parties jointly state that they have been able to negotiate a settlement through mediation. A Settlement Agreement dated 08.02.2017, forwarded by the Delhi High Court Mediation and Conciliation Centre, is on record. The terms and conditions of the settlement have been set out in para 6 of the Settlement Agreement, whereunder the appellant has agreed to pay a sum of Rs.4,25,000/- to the respondent in full and final settlement of all the claims, subject matter of the impugned judgment.
2. Counsels for the parties state in unison that out of the three post dated cheques handed over by the appellant, two cheques of Rs.1,50,000/- each have already been encashed, thus leaving the last cheque for Rs.1,25,000/-, due and payable on 25.04.2017. Counsel for the appellant assures the Court that the said cheque when presented shall be duly encashed.
3. Counsels for the parties state that it has been agreed that the appellant shall hand over vacant peaceful possession of the suit premises to the respondent on or before 30.04.2017 and at that time, NOCs with regard to the electricity, water charges and Building Maintenance charges shall be

handed over to the respondent.

4. The Court has perused the Settlement Agreement dated 08.02.2017. The same has been signed by the parties, their respective counsels and the learned Mediator.

5. As counsels for the parties jointly state that their clients 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 Settlement Agreement.

6. The appeal is disposed of in terms of the settlement arrived at and recorded in the Settlement Agreement dated 08.02.2017, while leaving the parties to bear their own costs.

7. At this stage, counsel for the appellant states that as the parties have arrived at an out of court settlement, the appellant is entitled to claim refund of the court fees in terms of Section 16-A of the Court Fees Act.

8. In view of the aforesaid submission made by the counsel for the appellant, the Registry is directed to issue a certificate in favour of the appellant for refund of 50% of the court fees under Section 16-A of the Court Fees Act, as per law.

9. File be consigned to the record room.

HIMA KOHLI, J

MARCH 09, 2017

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