

\$~9

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

+ RFA 931/2016, C.M.No.44474/2016

NIMMI WADHWA Appellant
Through: Mr. Harsit Khurana, Advocate

versus

VEENA CHHABRA Respondent
Through: Mr. Vishal Khattar, Advocate.

CORAM:

HON'BLE MR. JUSTICE VINOD GOEL

ORDER

% **18.12.2017**

1. Mediation settlement agreement dated 27.04.2017 has been received from Delhi High Court Mediation & Conciliation Centre. The parties have amicably resolved and settled all their disputes.
2. The appellant along with her counsel and learned counsel for the respondent confirm the mediation settlement. The terms and conditions of the mediation settlement are set out in para No.9, which is as under:-

(a) That the first party has agreed to give an amount of Rs.3,00,000/- (Rupees Three Lakhs only) to the second party towards the full and final settlement of the above said principal amount, interest and pendenlite along with future interest.

(b) The first party has agreed to give the above said amount of Rs.3,00,000/- (Rupees Three Lakhs only) to the second party by way of demand draft bearing No.781423 drawn on Punjab National Bank, Rohini, Delhi dated 30.03.2017. Copy of the same is annexed herewith as Annexure-A.

(c) That the second party has agreed that upon receiving the above said settled amount of Rs.3,00,000/- (Rupees Three Lakhs only) she is left with no other claim including any recovery from the first party by the second party of whatsoever nature.

(d) That the second party has assured the first party that she does not have any other documents/promotes/cheques signed by the first party in favour of second party or their relations or anybody else.

(e). That the second party undertakes to withdraw the execution petition pending before the court of Sh. Manish Gupta, ADJ-IV, Rohini Courts, Delhi after signing the present settlement agreement and receiving the above said draft of settled amount within one week from the date of signing of the present settlement agreement and receiving of the above said draft.

(f) That the first party shall withdraw the present RFA No.931/2016 on the next date of hearing i.e. 22.09.2017.

3. Pursuant to the mediation settlement, learned counsel for the respondent states at the bar that the respondent had received the settlement amount of Rs.3 lacs from the appellant by way of Demand Draft bearing No.781423 dated 30.03.2017 issued by the Punjab National Bank, Rohini, Delhi and the draft has been realised.

4. The appeal is disposed of accordingly. Since the matter has been settled in mediation, the Registrar General is directed to issue the refund certificate of the court fee, to the appellant as per rules.

VINOD GOEL, J.

DECEMBER 18, 2017

"sandeep"