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

+ RFA(OS) 47/2017, C.M. Nos. 39808/2017, 39810/2017 &
39811/2017

M/S MIRAH DEKOR LTD (PRESENTLY KNOWN AS MIRAH
DEKOR PRIVATE LIMITED) Appellant

Through None

versus

SANJEEV KUMAR GUPTA Respondent
Through Mr. K.K. Malhotra, Advocate

CORAM:

HON'BLE MR. JUSTICE SIDDHARTH MRIDUL

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

% **27.04.2018**

None appears on behalf of the appellant. Learned counsel appearing on behalf of the respondent invites our attention to a settlement agreement dated 23.04.2018 entered into between the parties with the aid and assistance of the Delhi High Court Mediation and Conciliation Centre.

Learned counsel appearing on behalf of the respondent further states that in pursuance to the aforesaid settlement agreement dated 23.04.2018, they have received post dated cheques in the aggregate of Rs.65,50,000/- as elaborated in the said agreement. The same have been handed over to them by the appellant.

Learned counsel appearing on behalf of the respondent lastly invites our attention to Clause 6E of the said agreement to state that

the parties had undertaken to request this Court to dispose of the appeal in terms of the settlement agreement dated 23.04.2018.

From a perusal of said settlement agreement dated 23.04.2018, it is evident that the parties have amicably resolved the dispute which is the subject matter of the present appeal.

However, since there is no appearance on behalf of the appellant the appeal is dismissed in default. Pending applications also stand disposed of accordingly.

SIDDHARTH MRIDUL, J

V. KAMESWAR RAO, J

APRIL 27, 2018

as