

\$~20

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **RFA 176/2016**

ANJEERA DEVI

..... Appellant

Through: Mr. Pramod Kumar, Advocate (M-9266213119) with Appellant in person

versus

OMKAR SINGH

..... Respondent

Through: Respondent in Person

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **11.05.2018**

CM APPL. 19629/2018 in RFA 176/2016

1. The parties have settled their disputes as per settlement agreement dated 2nd May, 2018 which has been filed on record. Appellant and Respondent are present.
2. As per the said settlement, the Appellant is to pay to the Respondent a sum of Rs.16 lakhs towards full and final settlement of the claims in respect of suit property bearing no.D-372/7, 3rd Floor, Ganesh Nagar Complex, Delhi-110092 consisting of two plus one room upto ceiling level area measuring 50 sq. yds. (two side open flat). The Court has perused the same and the same are lawful and there is no impediment in approving the settlement.
3. The Appellant has handed over to the Respondent five original demand drafts being -
 - (i) DD no.798220 for Rs.4 lakhs,
 - (ii) DD no. 798221 for Rs.4 lakhs,

- (iii) DD no. 689006 for Rs.2,50,000/-,
- (iv) DD no.689003 for Rs.2,50,000/- and
- (v) DD no. 689004 for Rs.3 lakhs.

4. The same have been handed over to the Respondent who is present in person today. The counsel for the Respondent is unavailable. However, the settlement agreement has been signed by him. As an identity proof of the Respondent, the Aadhaar Card of the Respondent has been seen and returned. A copy of the same has been retained on record.

5. As per the Settlement Agreement, the Respondent is to return all the original documents as described in the Agreement, to the Appellant. The Respondent has brought with him the original documents relating to the property, namely, G.P.A. dated 27.03.2012 registered on 4.4.2012, Agreement to sell dated 29.03.2012, Affidavit dated 29.03.2012, Deed of will dated 29.03.2012, Receipt dated 29.03.2012, Letter of possession dated 29.03.2012. Today, all the original documents have been handed over to the Appellant. The settlement has been fully given effect to.

6. The disputes between the parties are fully and finally settled in respect of the suit property, as per the settlement agreement. Parties shall bound by the settlement terms. The appeal is disposed of as settled in terms of the agreement dated 2nd May, 2018. The impugned judgment/decreed stands modified in terms of the settlement agreement.

7. Appeal is disposed of with no orders as to costs. The Appellant is entitled to refund of 50% of court fee. Refund is directed to be given.

PRATHIBA M. SINGH, J

MAY 11, 2018/Rahul