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

+ **CRL.M.C. 4221/2014**

SUNIL KUMAR DAY

..... Petitioner

Through In person.

versus

STATE & ORS.

..... Respondent

Through Mr.Raghuvinder Verma, APP.

Mr.Kalyan Dutt, Adv for R-2.

R-3 in person.

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

ORDER

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14.11.2018

1. Vide the present petition, the petitioner has impugned the order dated 26.07.2014 passed by the learned Additional Sessions Judge, Saket Courts whereby his revision challenging the order of discharge passed by the learned Metropolitan Magistrate was dismissed.
2. It however transpires that during the pendency of the present petition, the parties have entered into a settlement agreement dated 11.05.2018 under the aegis of the Delhi High Court Mediation and Conciliation Centre, whereby they have agreed to resolve all their differences.
3. The petitioner, who appears in person submits that in view of the captioned settlement, he does not wish to press the present petition. He, however, submits that the respondents should also take corresponding steps in accordance with the aforesaid settlement agreement to withdraw the two cases filed by the respondents against him.

4. Mr.Kalyan Dutt, learned counsel for the respondent no.2 assures the Court that his client will take expeditious steps to abide by the captioned settlement agreement and will therefore move an appropriate applications for withdrawing the two cases bearing C.S.No.209017/2016 and C.C.No.06/01/14 pending before the Saket Courts. He further assures the Court that the respondent no.2 will furnish its latest address to the petitioner and will cooperate with the petitioner in case any steps are needed to be taken on their part in processing the petitioner's pending application with the DDA.

5. At this stage, Mr.Dutt submits that the petitioner also has to refund a sum of Rs.29,572/- paid by the respondent no.2 towards property tax on behalf of the petitioner. The petitioner assures the Court that the said amount will be duly refunded to the respondent no.2, subject to there being no other outstanding dues payable by the respondent no.2 on account of electricity charges etc.

6. While binding both the parties to the captioned settlement agreement, the petition is dismissed as withdrawn.

REKHA PALLI, J

NOVEMBER 14, 2018

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