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

+ RFA 116/2018

PAVAN ANAND

..... Appellant

Through: Mr. Mritunjay Kumar Tiwary, Adv.
with appellant in person.

versus

JAGDISH CHANDER SACHDEVA (DECEASED)

THR LRS

..... Respondent

Through: Mr. Anil Airi, Sr. Adv. with Mr. Ravi
Krishan Chanona, Ms. Bindiya
Logawney, Ms. Sunkanya Lal and
Ms. Sadhana Sharma, Adv. for R1
with respondent no.1 in person.
Mr. Amit Saxena, Adv. for R2 and R3
with respondent nos. 2 and 3 in
person.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

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03.05.2019

CM. No. 21023/2019

This is a joint application under Order XXIII Rule 3 filed by the appellant and respondent nos.1 to 3 through their Advocates. The application is accompanied by the affidavits of the parties to the Appeal. Even the parties are present in person. Learned counsel for the parties states, vide compromise deed dated April 27, 2019, parties have settled their inter-se disputes whereby the respondents have agreed to pay a sum of Rs.50

Lacs to the appellant. The payment of Rs.50 Lacs has been agreed in Para 8 of the compromise deed which reads as under:

“8. That the parties have agreed that the said payment of Rs.50,00,000/- (Rupees Fifty Lakhs Only) as mentioned in clause 7 above shall be made by the second party to the first party in the following manner:

a. A sum of Rs.5,00,000 (Rupees five lakhs only) at the time of execution of the present agreement by way of cheque bearing no. 000031 dated 27.04.2019 drawn on IDFC Bank, New Friends Colony, Bhalla Sadan, South Delhi – 110025;

The First party acknowledges the receipt of the said amount at the time of signing the present agreement and the second party has assured that the said cheque would be encashed on its presentation.

b. A sum of Rs.45,00,000/- (Rupees Forty Five Lakhs only) at the time of filing of Joint Application and recording of statement before the Hon’ble High Court of Delhi and disposal of the appeal in terms of the present compromise deed.

Mr. Anil Airi, learned, Sr. Counsel appearing for respondent no.1 has tendered an amount of Rs.45 Lacs by way of three demand drafts. The details of which are as under:

1. Cheque No. 115647 dated 01.05.2019 issued by HDFC Bank, Greater Kailash Branch, New Delhi for an amount of Rs.19,50,000/-
2. Cheque No. 134128 dated 01.05.2019 issued by IDFC Bank, New Friends Colony Branch, New Delhi for an amount of Rs.7,50,000/-

3. Cheque No. 707392 dated 02.05.2019 issued by UCO Bank, Kamla Nagar Branch, New Delhi for an amount of Rs.18,00,000/-

Learned counsel appearing for the appellant states, in view of the payments made by the counsel for the respondents, nothing further survives in the appeal and he wishes to withdraw the appeal.

The appeal is dismissed as withdrawn.

The date already fixed, i.e., May 9, 2019 stands cancelled.

V. KAMESWAR RAO, J

MAY 03, 2019/jg