

\$~3

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RFA(OS) 71/2019 & C.M.Applns.34805/19 (stay) & 34808/19 (for
condonation of delay of 66 days in refilling)

NEERA CHOPRA Appellant
Through: Mr. Omar Hoda, Advocate with
appellant in person

versus

DEEPA BHARDWAJ & ORS Respondents
Through: Mr. Vaibhav Sethi, Ms. Priya Patharia
and Mr. Syed Arham Masud, Advocates for
respondent No.1
Mr.Subhash Oberoi, Advocate for respondents
No.2 & 3

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

HON'BLE MS. JUSTICE ASHA MENON

ORDER

%

11.10.2019

1. The matter is at the stage of admission.
2. On the last date of hearing, at the request of the learned counsel for the appellant, who had sought an adjournment to enable the appellant to consult her son as to whether she would be willing to vacate the subject premises, if granted some reasonable time, the appeal was adjourned for today.
3. Today, learned counsel for the appellant states that during the pendency of the present appeal, the appellant and her son (the respondent

No.4) have arrived at a settlement with Mr.Lovely Chanda and his mother, Mrs. Saroj Chanda, impleaded as the respondent No.2 and 3 in the memo of parties. Pursuant to the said settlement, an MOU dated 03.10.2019, has been executed between the appellant, her son respondent No.4) and the respondents No.2 & 3 whereunder, it has been agreed that the appellant, respondent No.4 and her family members shall hand over vacant peaceful possession of the second floor of premises No.C-122, Defence Colony, New Delhi, on receiving a sum of Rs.1.75 crores from the respondents No.2 & 3. The remaining terms and conditions of the settlement have been set out in paras No.2 to 17 of the said MOU.

4. A true copy of the said MOU dated 03.10.2019 is handed over by learned counsel for the parties. The same has been signed by the appellant and her son (the respondent No.4) as the First Party, Smt.Saroj Chanda as the Second Party, and Ms. Nitya Arora Chopra (daughter of the appellant No.1) and Mr.Lovely Chanda (son of the respondent No.3) have signed as confirming parties. The MOU has been witnessed by two witnesses. All the parties state in unison that in view of the settlement arrived at between the parties in terms of the MOU dated 03.10.2019, nothing further survives in the present appeal, which may be disposed of.

5. A true copy of the MOU dated 03.10.2019 is taken on record while binding down the parties to the terms and conditions recorded therein. The present appeal is disposed of in terms of the said MOU.

6. At this stage, learned counsel for the appellant states that as the

parties have arrived at a settlement at the stage of admission of the appeal, the appellant may be refunded 50% of the court fees affixed on the appeal in terms of Section 16A of the Court Fees Act, 1870. Ordered accordingly. The Registry shall issue a certificate in favour of the appellant for her to seek refund of 50% of the court fees affixed on the appeal.

7. The appeal is disposed of alongwith the pending applications.

HIMA KOHLI, J

ASHA MENON, J

OCTOBER 11, 2019

S