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

+ **CRL.L.P. 200/2020, CRL.M.A. 7902/2023**

MUNISH KUMAR SHARMA

.....Petitioner

Through: Mr.Harshit Jain and Mr.Rahul Kumar,
Advocates

versus

BABITA GOYAL

.....Respondent

Through: Mr.Abhay Kumar, Mr.Shagun Ruhil
and Mr.Karan Chopra, Advocates

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

17.12.2024

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1. Vide order dated 23.07.2024, the parties were referred to Delhi High Court Mediation & Conciliation Centre to explore the possibility of a settlement.
2. As per report of the Mediation Centre, the matter stands settled between the parties vide settlement Agreement dated 06.09.2024 on the following terms and conditions:

“1) That the parties have agreed that the Second Party shall pay a sum of Rs.3,50,000/-(Rupees Three Lacs Fifty Thousand Only) to the First Party as a full and final settlement amount/total amount towards settling the disputes in regard to transaction which is the subject matter of Crl.L.P. No. 200/2020 titled as 'Munish Kumar Sharma Vs Babita Goyal'. That the said amount shall be paid by the Second Party to the First Party in Five(5) equal installments for a



sum of Rs. 70,000/- (Rupees Seventy Thousand Only) each in the following manners:

i. First Installment for a sum of Rs. 70,000/- (Rupees Seventy Thousand Only) is paid by the Second Party to the First Party i.e. for an amount of Rs. 70,000/- (Rupees Seventy Thousand Only) by way of cash (at the request of First Party) today i.e. on 06.09.2024 i.e. at the time of signing of the present Settlement Agreement.

ii. Second Installment shall be paid by the Second Party to the First Party i.e. for an amount of Rs. 70,000/- (Rupees Seventy Thousand Only) by way of cash/DD/RTGS/Online transfer on or before 05.10.2024.

iii. Third Installment shall be paid by the Second Party to the First Party i.e. for an amount of Rs. 70,000/- (Rupees Seventy Thousand Only) by way of cash/DD/RTGS/Online transfer on or before 04.11.2024.

iv. Fourth Installment shall be paid by the Second Party to the First Party i.e. for an amount of Rs. 70,000/- (Rupees Seventy Thousand Only) by way of cash/DD/RTGS/Online transfer on or before 30.11.2024.

Fifth Installment shall be paid by the Second Party to the First Party i.e. for an amount of Rs. 70,000/- (Rupees Seventy Thousand Only) by way of cash/DD/RTGS/Online transfer on or before 15.12.2024.

Note: In the event of the cash payment, the Second Party will make payment to her Ld. counsel, which will get collected by either First Party or his Ld. Counsel against proper receipt.

2) That the parties agree to file their respective affidavits of undertaking to comply with the terms and conditions of the present Settlement Agreement before the Hon'ble High Court of Delhi in Crl. L.P. No. 200/2020 titled as 'Munish Kumar Sharma Vs Babita Goyal'.

3) That it is agreed between the parties that they shall make a joint request to the Hon'ble High Court of Delhi for disposing off the



matter on the next date of hearing, pending before the Hon'ble High Court of Delhi ie. CrL.L.P. No. 200/2020 titled as "Munish Kumar Sharma Vs Babita Goyal in terms of the present Settlement Agreement by maintaining the aforesaid judgment/order of acquittal passed by the Ld. Trial Court, which is subject matter of the above CrL.LP..

4) That by way of the present Settlement Agreement the parties have settled all their past/present/future disputes between them in relation to the transaction which is the subject matter of Cr.L.P. no. 200/2020 titled as "Munish Kumar Sharma Vs Babita Goyal and there is no other outstanding claim/dispute between them in respect to the same or with regard to any other matters between the parties.

5) The Parties further undertake to provide and render all co-operation, and to do all such acts and things including signing any/all applications as may be required to be filed before various Courts and for before the Hon'ble High Court of Delhi or any such other Court as may be necessary to implement the terms of this settlement in letter and spirit.

6) That the present Agreement has been signed by the parties of their own free volition, will and without any force, fraud, undue influence and/or coercion,

7) By signing and executing the present Settlement Agreement, the Parties state that they have no further claims or demands against each other and all the disputes and differences in this regard have been amicably settled by the Parties through this Settlement Agreement.

8) The Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future. Any party whosoever, defaults any of the terms and conditions, mentioned in the present Settlement Agreement shall be liable to Contempt of Court, as per Contempt of Courts, Act, 1971.

9) That the contents of the present Settlement Agreement have been read over and explained to the parties in their Vernacular



Language by the Mediator and the parties agreed and understood the same.”

3. Learned counsel for the complainant states that he has received the entire sum of money. A request has been made that the matter may be compounded since the matter has been settled between the parties vide settlement agreement dated 6.9.2024.
4. Learned counsel for the petitioner submits that he does not want to pursue the present petition.
5. The petition along with all pending applications, if any, stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 17, 2024
SV/KR