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

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Decision delivered on: 09.04.2024

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MAT.APP.(F.C.) 228/2023 & CM APPL. 40228/2023

RAJ KUMAR HINGORANI

..... Appellant

Through:

Mr Harsh Ahuja, Mr Additya Kapoor,
Mr Kushal Kumar and Mr Suryansh
Gaur, Advs. along with appellant.

versus

SHILPI SRIVASTAV

..... Respondent

Through:

Mr Vineet Jhanji and Mr Imran
Moulaey, Advs.**CORAM:****HON'BLE MR. JUSTICE RAJIV SHAKDHER****HON'BLE MR. JUSTICE AMIT BANSAL****[Physical Hearing/Hybrid Hearing (as per request)]****RAJIV SHAKDHER, J. (ORAL):**

1. Learned counsel for the parties have placed before us a Memorandum of Settlement dated 30.03.2024 [hereafter referred to as "MOS"].
2. We have perused the terms of the MOS which bears the signatures of the parties. Learned counsel for the parties have also affirmed that the parties have appended their respective signatures on each page of the MOS, as well as the last page in their presence.
3. To be noted, the MOS is accompanied by a "Form of Application to Director General, Bureau of Civil Aviation Security, Delhi" [Schedule A] and three (03) No Objection Certificates (NOCs). The NOCs concern the following:



(i) NOC for de-freezing of the bank locker bearing Locker No.673 maintained by the appellant, i.e., Mr Raj Kumar Hingorani in Punjab National Bank, East Patel Nagar, New Delhi-110008.

(ii) NOC concerning de-freezing of the bank locker bearing Locker No.2979 maintained by Mr Sandeep Hingorani and Ms Aditi Hingorani in the Corporation Bank [now, Union Bank of India], Branch Gurugram, Haryana-122001.

(iii) NOC pertaining to de-freezing of the bank locker bearing Locker No.294 maintained by Ms Aditi Hingorani in the HDFC Bank Ltd., Old Rajendera Nagar Branch, New Delhi-110060.

4. All told, the MOS, along with Schedule 'A' and three NOCs, consists of 10 pages.

5. We have examined the terms of the MOS. According to us, the same are lawful. We may note that Clause 8 of the MOS, *inter alia*, states that upon final payment being made by the appellant *via* a demand draft, the respondent shall withdraw all the complaints lodged by her against the appellant before the Director General, Bureau of Civil Aviation Security, Delhi [hereafter referred to as "Director General"]. The said clause refers to the application as outlined in Schedule 'A', to which we have made a reference above.

6. Mr Vineet Jhanji, learned counsel, who appears on behalf of the respondent, says that the respondent would have no objection if a timeline is fixed for submission of the application to the Director General.

7. Furthermore, as indicated hereinabove, once final payment is made by the appellant *via* a demand draft to the respondent, the respondent will submit the application in the prescribed form, [i.e., Schedule 'A'] to the



Director General within three (3) days of receipt of the demand draft.

8. Accordingly, the appeal is disposed of in terms of the MOS. The parties will adhere to the terms of the MOS. Consequently, the pending application shall stand closed.

9. The Registry will scan and upload the MOS placed before us so that it remains embedded in the case file. The original MOS will be preserved by the Registry till directions are given weeding it out.

10. Parties will act based on the digitally signed copy of the order.

RAJIV SHAKDHER, J

AMIT BANSAL, J

APRIL 9, 2024

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Click here to check corrigendum, if any