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IN THE HIGH COURT OF DELHI AT NEW DELHI

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RFA(COMM) 199/2023, CM Nos.46430/2023 & 46431/2023

M/S TDI INFRASTRUCTURE LTD.

..... Appellant

Through: Ms. Kanika Agnihotri, Ms. Shaurya
Rohit, Mr. Sachin Sharma & Mr.
Abhishek Das, Advs.

Versus

PARDEEP GARG

..... Respondent

Through: Respondent in person.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORDER

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22.04.2024

1. The learned counsel appearing for the appellant submits that the parties have since resolved their disputes. She has handed over a photocopy of the Memorandum of Settlement dated 23.11.2023 arrived at between the parties. The same is taken on record.
2. The respondent is present in person.
3. He states that in terms of the Memorandum of Settlement dated 23.11.2023, he has already received nine cheques (out of ten cheques). Ms. Agnihotri, learned counsel appearing for the appellant has handed over the remaining cheque to the respondent in Court.
4. The respondent states that the settlement is subject to encashment of all the cheques issued to him by the appellant upon presentation.
5. The appellant is bound-down to the terms of the Memorandum of Settlement dated 23.11.2023. It is also clarified that if any of the terms of the Memorandum of Settlement dated 23.11.2023 are violated, the respondent would be entitled to assert his rights and the impugned judgement and decree would become executable in addition to any other remedies available to the respondent.



6. The appeal is disposed of in the aforesaid terms. All pending applications are also disposed of.

VIBHU BAKHRU, J

TARA VITASTA GANJU, J

APRIL 22, 2024

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