



2024 : DHC : 596



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **RFA 133/2009****M/S I.C.I.C.I BANK LTD.**

..... Appellant

Through: **Mr. Anuj Chauhan Adv**

versus

POONAM SACHDEVA

..... Respondent

Through: **Mr. Kushagra Pandit, Adv.****CORAM:****HON'BLE MR. JUSTICE C.HARI SHANKAR****ORDER (ORAL)**

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25.01.2024**RFA 133/2009**

1. The disputes between the parties stands settled with the intervention of the Delhi High Court Mediation and Conciliation Centre.

2. The Settlement Agreement dated 5 January 2024 is on record.
The terms of settlement read thus:

“1. That both the parties mutually agree to not to continue the present litigation any further and accordingly the First Party agreed that the amount of Rs. 1,79,000/- (Rupees One Lakh Seventy Nine Thousand Only) (which is already deposited with the registry of Hon'ble Delhi High Court) along with interest accrued thereupon till date (whatsoever it may be) be released in favour of the Second Party and the Second Party agrees to accept the said amount.

2. The parties agree that they have arrived at the present Settlement Agreement with their own free will and desire and without any pressure, fraud, force, coercion or undue influence by either of the parties and they undertake to be bound by the terms

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thereof.

3. The parties agree that the statements/ commitments made by them in the present Settlement Agreement shall be treated as their undertakings to the Hon'ble Court and in case of any violation of the terms of the present agreement in any manner they shall be held liable for contempt of Court under the Contempt of Courts Act.

4. The Parties agree and undertake that no case/complaint/litigation is pending before any Court/forum/authority filed by them against each other except the one mentioned hereinabove. The Parties also undertake not initiate any case/complaint/litigation before any Court/forum/authority qua the present cause of action.

5. The Parties undertake to abide by the terms and conditions set out in the present Settlement Agreement and not to dispute the same hereinafter in future.

6. The Parties shall jointly pray before this Hon'ble Court to withdraw the present RFA No. 133/2009 in terms of the present Settlement Agreement.

7. The parties undertake to present themselves before the Hon'ble Court for confirming the terms of the Settlement Agreement.

8. That 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 Settlement Agreement and not to dispute the same hereinafter in future.

9. By giving consent to this Settlement Agreement, the Parties hereto state that they have no further claims or demands against each other and they have settled their disputes and differences through the process of Mediation."

3. Mr. Kushagra Pandit, learned Counsel for the respondent submits that the name of the respondent – who is the “second party” in the Settlement Agreement – has been changed from Poonam Sachdeva to Poonam Huria and prays, therefore, that the name of the respondent in the Settlement Agreement may be read as Poonam Huria.



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4. Learned Counsel for the appellant has no objection.
5. The appeal stands disposed of as per the aforesaid terms of settlement, by which the parties shall remain bound.

CM APPL. 26990/2023 and CM APPL. 4858/2024

6. These applications do not survive for consideration and stands disposed of.

C.HARI SHANKAR, J

JANUARY 25, 2024

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Click here to check corrigendum, if any