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

+ **RC.REV. 180/2017**

M/S UNITED SALES CORPORATION & ORS Petitioners

Through: Mr Sahil Sharma, Adv. with Mr
Gurmeet Singh Kochar, Partner of
petitioner

versus

APURV JAIN

..... Respondent

Through: Mr. Manish Makhija, Mr. Umang
Jain, Mr Sajay Kumar Jha & Ms.
Simran Makhija, Advocates.

CORAM:

HON'BLE MR. JUSTICE GIRISH KATHPALIA

ORDER

04.04.2024

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[Physical Hearing/Hybrid Hearing (as per request)]

1. It is informed by both sides that mediation has succeeded. The Mediator also has sent settlement agreement dated 03.04.2024, according to which the present petitioner (tenant) shall continue to occupy the subject premises till 31.08.2024 without any charges or rent and towards the money spent till date on the maintenance of the subject premises as well as furniture and fixtures, the present respondent would pay a sum of Rs. 20,90,000/- in the manner provided in the settlement agreement. In accordance with the settlement agreement, learned counsel for respondent (landlord) has delivered to learned counsel for petitioner (tenant) two cheques as mentioned in para 2(i) (a) & (b) of the settlement agreement.



2. In terms with the said settlement, learned counsel for petitioner (tenant) seeks permission to withdraw this petition.
3. Accordingly the petition as well as pending applications are dismissed as withdrawn.
4. It is made clear that in case possession of the subject premises is not restored by the present petitioner to the present respondent on or before 31.08.2024 upon payment of balance amount, the present respondent shall be at liberty to get the impugned eviction order executed in accordance with law and also to institute appropriate legal proceedings for recovery of money paid under the settlement agreement.

GIRISH KATHPALIA, J

APRIL 4, 2024/as

Click here to check corrigendum, if any