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

\+ **RFA 489/2012, CM APPL. 41768/2024 (filed by the respondent seeking withdrawal of the amount deposited by the appellant.) and CM APPL. 58113/2024 (filed by the LRs of the appellant seeking disposal of the present appeal in terms of MoU)**

JOGINDER KUMAR .....Appellant

Through: Mr. Achin Mittal, Mr. Aditya Parmar, Mr. Mohak Sharma and Mr. Bhaskar Vali, Advs.

versus

RAKESH AGGARWAL .....Respondent

Through: Mr. Gaurav Verma and Mr. Rajesh Srivastava, Advs.

CORAM:
HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

O R D E R

% **03.10.2024**

1. The parties have entered into a Memorandum of Understanding [“**MoU**”] dated 24.09.2024 which has been placed on record along with CM APPL. 58113/2024.

2. Learned counsel appearing for the respective parties reiterate the contents of the MoU.

3. On perusal of the aforesaid MoU, the Court finds that on the date of release of fixed deposit bearing no. 042478, dated 07.01.2013, issued by Punjab National Bank, Shastri Nagar Branch, New Delhi, 65% of the FDR amount shall be released in favour of the second party to the MoU, i.e. Sh.

Rakesh Aggarwal and remaining 35 % of the FDR with accrued interest shall be released in favour of the first party i.e., Mr. Ritesh Nagrath.

4. Let the concerned bank to act upon the MoU and to release the respective amount in favour of the respective parties. The Bank shall also be entitled to make necessary statutory reductions.

5. In view of the aforesaid MoU, nothing more is required to be adjudicated in the instant appeal.

6. Accordingly, the impugned judgment and degree stands modified to the extent of MoU.

7. The appeal stands disposed of alongwith the pending applications.

PURUSHAINDRA KUMAR KAURAV, J

OCTOBER 3, 2024/P