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

+ RFA 177/2011, CM APPL. 11076/2011 & CM APPL. 320/2012

RAMA NAND

.....Appellant

Through: Mr. Satish K.Tripathi, Advocate
alongwith appellant; Mob.
9625683475, Email-
ackhoryage@gmail.com

versus

NAHAR SINGH

.....Respondent

Through:

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+ RFA 247/2011 & CM APPL. 8868/2011

NAHAR SINGH

.....Appellant

Through:

versus

RAMA NAND

.....Respondent

Through: Mr.Satish K.Tripathi, Advocate
alongwith respondent, Mob.
9625683475, Email-
ackhoryage@gmail.com

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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25.04.2025

1. Settlement Agreement dated 21st April, 2025, has been received from Delhi High Court Mediation and Conciliation Centre.
2. As per the Settlement Agreement, the parties to the present appeals



were referred to Delhi High Court Mediation and Conciliation Centre *vide* order dated 11th February, 2025, wherein, after various comprehensive mediation sessions, the parties have voluntarily arrived at an amicable solution, terms of which, are contained in the Settlement agreement dated 21st April, 2025.

3. In the Settlement Agreement, Sh. Rama Nand has been referred to as a first party and Sh. Nahar Singh, has been referred to as the second party. The terms of the settlement between the parties, as given in the settlement agreement are as follows:-

“xxx xxx xxx

- 1. It is agreed between the Parties that the Second Party shall be entitled to Rs.6,50,000/- (Six Lakh Fifty Thousand Only) out of the total FDRs amount.*
- 2. It is also agreed between the Parties that the remaining amount after payment of Rs. 6,50,000/- to the Second Party in the FDRs shall go to the First Party and the Second Party shall have No-objection to the same.*
- 3. It is mutually agreed between the parties that they shall move appropriate application before this Hon'ble Court for the release of the FDRs amount as stated hereinabove.*
- 4. The Second Party agree that on receipt of the entire settlement amount of Rs. 6,50,000/-, he shall be left with no claim of whatsoever nature against the First Party.*
- 5. It is mutually agreed between the parties that both the parties once after the settlement is done and has received payment and has withdrawn their respective appeals, no further dispute whatsoever be filed or presented with respect to the said cause of action/pertaining the sale in any court of law. Also, Second Party will not claim any right whatsoever.*
- 6. It is mutually agreed between the parties that the second party shall abide and remain satisfied after receiving the full and final payment and no dispute remain whatsoever.*
- 7. That the parties have entered into the said Agreement by their free will and consent, without any force, pressure or coercion.*
- 8. The parties have agreed on each and every terms and conditions as recorded in the present Agreement after reading, understanding and appreciating the contents, scope and effect thereof, as also the consequences of the breach thereof.*
- 9. The Parties further agrees and undertakes to withdraw their respective appeals bearing RFA No. 177/2011 and RFA No. 247/2011 in terms of the*



present settlement Agreement.

10. The Parties states that there is no other case whether Civil or Criminal/litigation/complaint/FIR pending qua the present dispute and that in case if it is found pending/filed, then the same shall be deemed to have been settled/withdrawn in terms of the present Settlement Agreement.

xxx xxx xxx”

4. In terms of the Settlement Agreement, it has been settled that the second party i.e. Sh. Nahar Singh, will be entitled for a sum of Rs. 6,50,000/-, out of the total FDR amount which is lying deposited before this Court. Further, the remaining amount, after payment of Rs. 6,50,000/- in favour of second party i.e. Sh. Nahar Singh, shall be released in favour of the first party, i.e., Sh. Rama Nand.
5. Accordingly, both the parties are directed to approach the Registry of this Court with an application for release of the requisite amount in their favour, in terms of the Settlement Agreement dated 21st April, 2025.
6. Both the parties shall remain bound by the terms of the aforesaid Settlement Agreement, and shall comply with the same.
7. In view of the fact that the parties have arrived at a settlement through the process of Delhi High Court Mediation and Conciliation Centre, the Registry of this Court is directed to issue a Certificate of Refund of Court Fee in favour of the appellant.
8. Accordingly, the present appeals, along with the pending applications, are disposed of, in terms of the aforesaid Settlement Agreement.

MINI PUSHKARNA, J

APRIL 25, 2025

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