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

+ LPA 1060/2024 & CM APPL. 62312/2024

BSES YAMUNA POWER LTD

.....Appellant

Through: Mr. Buddy Ranganathan, Sr.
Advocate with Mr. Anupam Jarma,
Mr. Nikhil Sharma and Ms. Simran
Kohli, Advocates

versus

SHAGUFTA ALI & ORS.

.....Respondents

Through: Mr. S. Saeed Qadri and Mr. Aswad Ali,
Advocate with respondent no.1 in
person.
Mr. Ripudaman Bhardwaj, CGSC
with Mr. Kushagra Kumar and Mr.
Amit Kumar Rana, Advocate.
Mr. Dhruv Rohatgi, Advocate for
GNCTD.
SI Vatan Choudhary, PS Kotwali,
Delhi.

+ LPA 64/2025 & CM APPLs. 5281-83/2025

SHAGUFTA ALI

.....Appellant

Through: Mr. S. Saeed Qadri, Adv. with Mr.
Aswad Ali, Adv. with petitioner in
person.

versus

BSES YAMUNA POWER LTD. & ORS.

.....Respondents

Through: Mr. Buddy Ranganathan, Sr.
Advocate with Mr. Anupam Jarma,
Mr. Nikhil Sharma and Ms. Simran
Kohli, Advocate for R-1/BSES.
Mr. Dhruv Rohatgi, Advocate for
GNCTD.



CORAM:
HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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15.07.2025

1. Against the impugned judgment dated 05.09.2024, both the parties i.e. BSES Yamuna Power Limited and Shagufta Ali, appellants in LPA No.1060/2024 and LPA No.64/2025 respectively have filed the above captioned appeals.
2. By an order dated 10.03.2025, upon the persuasion of this Court, the parties had agreed to resolve their dispute and attempt to reach an amicable settlement.
3. Pursuant to the aforesaid order, the parties had settled the *lis* in the Delhi High Court Mediation and Conciliation Centre, which has generated the Mediation Report/Settlement Agreement dated 08.07.2025 and the same is taken on record. The relevant portion of the Settlement Agreement dated 08.07.2025 is extracted hereunder:

"1. The First Party has agreed to pay and the second Party has agreed to accept a sum of Rs.8,25,000/- (Rupees Eight Lakhs Twenty Five Thousand Only) towards all the claims of the Second Party against the Judgment dated 05.09.2024 passed by the Hon'ble High Court of Delhi in WP(C) No. 4291 of 2020 titled as "Shagufta Ali vs. Government of NCT of Delhi". On payment of the agreed amount of Rs. 8,25,000/- (Rupees Eight Lakhs Twenty Five Thousand Only) all the claims of the Second Party against the First Party in any form or manner shall stand satisfied and complied with and nothing shall remain due, outstanding and payable by the First Party to the Second Party.

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5. The Parties agree and undertake to withdraw LPA No.64 of 2025 and LPA No.1060/2024 which are pending adjudication before the Hon'ble High Court of Delhi and make statements before the Hon'ble Court for



withdrawing the proceedings and recording of the present Settlement Agreement and for giving effect to the present settlement. The Second Party also agree and undertakes to withdraw the civil suit, if any filed and all other proceedings filed against the First Party and undertake not to file or continue any proceedings against the First Party in relation to the claim made by the Second Party seeking compensation/damages on account of the unfortunate demise of late Mr. Afzal Ali.

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9. The Second Party acknowledges and agrees that the present settlement would not in any manner be treated as a precedent or in any manner can construed as an admission of any liability by the First Party and also that the stand/issues raised by the First Party in W.P.(C) No.4291 of 2020, LPA No.1060 of 2024 and LPA No.64 of 2025 or any proceedings filed or proposed to be filed would not be in any manner construed as precedent and/or waiver by the First Party.

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15. By signing this Settlement Agreement, the Parties hereto state that they have no further claims or demands against each other and all disputes and differences have been amicably settled by the Parties hereto through the process of Mediation.

4. This Court has perused the Settlement Agreement and is satisfied by the terms agreed upon by the parties.
5. The aforesaid settled amount of Rs.8,25,000/- (Rupees Eight Lakhs Twenty Five Thousand Only) has been tendered by the BSES Yamuna Power Limited to Ms. Shagufta Ali today in Court by way of the Bankers Cheque bearing No.073882 dated 11.07.2025. The photocopy of the said Bankers Cheque alongwith the acknowledgment receipt of the said Bankers Cheque endorsed by Ms. Shagufta Ali is taken on record.
6. The direction contained in para nos. 65 and 66 of the impugned judgment dated 05.09.2024 may not be treated as a precedent.
7. Parties are bound by the terms of the Settlement Agreement.



8. In view of the aforesaid, the present appeals, alongwith pending applications, stand disposed of.

DEVENDRA KUMAR UPADHYAYA, CJ

TUSHAR RAO GEDELA, J

JULY 15, 2025/rl