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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RFA 379/2019 and CM APPL. 19545/2019 (stay) and CM
APPL. 18204/2022 (Direction)

GREAT EASTERN ENERGY
CORPORATION LTD

..... Appellant

Through: Mr. Ajay Bhargava, Mr. Aseem
Chaturvedi, Ms. Warmika Trehan and Mr.
Milind Jain, Advs.

versus

EXECUTIVE ACCESS (INDIA) PVT LTD..... Respondent

Through: Mr. Anil Mittal and Ms. Komal
Aggarwal, Adv.

CORAM:

HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER (ORAL)

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13.07.2022

1. Learned Counsel for the parties submit that disputes between them stand settled with the intervention of the Delhi High Court Mediation and Conciliation Centre in terms of the Settlement Agreement dated 5th May 2022, which has been annexed along with CM 28927/2022.

2. The terms of settlement read thus:

“a) The First Party has agreed to pay to the Second Party and the Second Party has agreed to receive from the First Party the settled amount of Rs. 7,00,000/- Rupees Seven Lakhs only) in full and final.

b) That during the hearing of the abovesaid appeal, an order dated 26.04.2019 was passed by Hon'ble Mr. Justice V. Kameswar Rao, directing the appellant to deposit two-third of

decretal amount in the Registry and in compliance of order dated 26.04.2019 passed by Hon'ble Mr. Justice V. Kameswar Rao, the First Party has deposited an amount of Rs. 5,60,063/- (Rupees Five Lakh Sixty Thousand Sixty Three Only) being two-third of decretal amount with interest on 22.05.2019 by way Demand Draft No. 506795 before the Registry of the Hon'ble Delhi High Court.

c) In order to pay the settled amount Rs. 7,00,000 (Rupees Seven Lakh Only), it is agreed between the parties that out of the amount lying deposited in the registry as explained in above para an amount of Rs. 5,50,000/- (Rupees Five Lakh Fifty Thousand Only) may be released in favour of Second Party and balance amount may be released along with accrued interest in favour of First Party. The First Party shall also hand over a demand draft of Rs. 1,50,000/- (Rupees One Lakh fifty Thousand Only) in favour of Second Party to the Second Party on the date of hearing. By this way the total Settled Amount Rs. 7,00,000 (Rupees Seven Lakh Only) shall be paid to the Second Party.

d) It is further agreed that within one week from obtaining the Copy of this Settlement Agreement from the Samadhan, the parties shall move an appropriate application before Hon'ble High Court of Delhi with a prayer to dispose of the matter in terms of the Settlement Agreement.

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

f) That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.”

3. Both learned Counsel agree on behalf of their respective clients to remain bound by the aforesaid terms of settlement.

4. Accordingly, nothing survives for adjudication in the present appeal.

5. The appeal is disposed of in view of the aforesaid Settlement Agreement dated 5th May 2022 by which the parties would continue to remain bound. Miscellaneous application also stand disposed of.

C. HARI SHANKAR, J.

JULY 13, 2022
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HIGH COURT OF DELHI



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