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

+ CRL.REV.P. 259/2021

MS RAJ RAJESHWARI KRISHI KENDRAPetitioner

Through: None.

Versus

SATISH KUMARRespondent

Through: Mr. Aman Goyal, Adv.

CORAM:
JOINT REGISTRAR (JUDICIAL) BHAWANI SHARMA

ORDER
10.07.2025

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File is placed before this Court vide order dated 06.05.2025 to verify the account statements furnished by both sides and submit a report to the Court, indicating if any payment is pending or due under the settlement agreement executed between the parties before the Mediation Centre.

There is no appearance on behalf of the petitioner today as well.

As per office note, nothing fresh has been filed.

Vide settlement agreement dated 08.02.2023, parties have agreed. The material terms of settlement is reproduced herein below:-

a. It has been agreed between the Parties that the First Party shall pay a sum of Rs.8,00,000/- (Rupees Eight Lakhs Only) to the Second Party towards full and final settlement of all the claims of the Second Party in respect of the present matter.



b. It has been agreed between the Parties that the First Party shall pay the above said, amount of Rs. 8,00,000/- (Rupees Eight Lakhs Only) (out of which Rs. 6,35,000/- (Rupees Six Lakhs Thirty Five Thousand Only) shall be paid against the Order dated 06.02.2020 and Rs. 1,65,000/- (Rupees One Lakh Sixty Five Thousand Only) shall be paid in respect of Case No. 2022/2018) in the following manner:

i. Rs.2,00,000/- (Rupees Two Lakhs Only) on 25.02.2023 before the court of Sh. Akhil Malik, Ld. MM, Karkardooma Court, Delhi by way of Demand Draft in favour of the First Party

ii. Rs.2,00,000/- (Rupees Two Lakhs Only) on or before 25.04.2023 by way of Demand Draft in favour of the First Party.

iii. Rs.2,35,000/- (Rupees Two Lakhs Thirty Five Thousand Only) on 23.05.2023 before the Hon'ble High Court of Delhi by way of Demand Draft in favour of the First Party.

C. It has been agreed between the parties that the First Party shall pay a sum of Rs.1,65,000/- (Rupees One Lakh Sixty Five Thousand Only) to the Second Party against the cheque bounced under Section 138 of Negotiable Instruments Act pending before the Court of Sh. Akhil Mahk, Ld. MM. Karkardooma Court, Delhi being Case No. 2022/2018 on or before 30.07.2023.

d. The Parties further agree that cases bearing Nos. CA No. 23/2020 and CC No. 58414/16 shall be withdrawn by the



Second Party on receipt of the payment as agreed hereinabove.

e. That the Second Party shall withdraw the present case being Crl.Rev. P. No. 259/2021 on compliance of the terms of the present Settlement Agreement on the next date of hearing i.e. 23.05.2023.

f. That the Second Party shall withdraw the case No. 2022/2018 pending before the Court of Mr. Akhil Malik, Ld. MM, Karkardooma Court, Delhi on receipt of amount of Rs. 1,65,000/- (Rupees One Lakh Sixty Five Thousand Only) from the First Party.

g. In case of default, the First Party shall be liable to pay Rs.10,000/- (Rupees Ten Thousand Only) per month till the realization of the said default amount and in case of default by the Second Party, the Second Party shall be liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) per month along with the amount received by the Second Party from the First Party.

It is observed that there was report filed by respondent indicating the payment due or pending under the settlement agreement executed between the party before learned Mediator.

As per the report filed by the respondent, out of total amount payable i.e. 10,70,000/- amount of Rs. 8,00,000/- since paid, outstanding amount due is Rs. 2,70,000/-.

In view of the fact that there is no report filed by the petitioner, the report filed by the respondent, since remained uncontroverted and undisputed, is accepted as correct.



Matter is coming up for hearing before the Hon'ble Court on 14.07.2025. Be placed accordingly.

**BHAWANI SHARMA
JOINT REGISTRAR
(JUDICIAL)**

JULY 10, 2025/yo