



2026:DHC:8722



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

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*Reserved on: 11th August, 2026
Pronounced on: 5th October, 2026
Uploaded on: 5th October, 2026*

CNR No.DLHC010769042024

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RFA 767/2024

POOJA SINGH

W/o Sh. Shushil Kumar
R/o House No.H-2/40A,
Plot No.12, Bengali Colony,
Mahavir Enclave, Palam Village,
New Delhi-110045.

.....Appellant

Through: Mr. Ravindra S. Garia, Mr.
RavishKumar, Mr. Krishna Ballabh
Thakurand Mr. Shashank Singh,
Advocates

versus

GULAB DEVI PRASAD SINGH

S/o Devi Prasad Singh
R/o House No.RZF 34-A,
Second Floor Front Side,
Gali Ni.3, Mahaveer Enclave,
New Delhi-110045.

.....Respondent

Through: Mr. Bharat Singh, Mr. Ishaan Singh,
Advocates.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

Signature Not Verified

Signed By: ANIL
KUMAR BHATT
Signing Date: 05.10.2026
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1. The present Regular First Appeal under Section 96 of the Code of Civil Procedure, 1908 has been filed by the Appellant/Defendant against the Judgment and Decree dated 08.04.2024 passed by the learned District Judge, New Delhi, whereby the Suit bearing **CS DJ ADJ No.333/2020** filed by the Respondent/Plaintiff for recovery of ₹8,00,000/- has ***been decreed along with interest @ 5% per annum from the date of filing of the Suit, i.e. 26.08.2020, till its realization, along with costs.***
2. The ***facts in brief***, as stated in the Plaint, are that the Plaintiff, *Sh. Gulab Devi Prasad Singh* and the husband of the Defendant, *Sh. Sushil Kumar*, were employed with Asian Esprits Private Limited and had known each other, since 20.05.2015.
3. On 01.09.2017, the Defendant, *Smt Pooja Singh*, along with her husband, *Sh. Sushil Kumar*, visited the residence of the Plaintiff, *Gulab Devi Prasad Singh*, and informed him that she had finalised the purchase of a third floor flat in the same building from the builder, for a total sale consideration of ₹18,00,000/-.
4. She stated that there was a shortfall of ₹7,00,000/- towards the sale consideration and requested the Plaintiff for a friendly loan for the said amount. The Defendant and her husband, assured the Plaintiff that the entire amount would be repaid, on or before 31.03.2018.
5. The Plaintiff, at the request of the Defendant, instead of paying the loan amount to her directly, agreed to make the payments to the builder as and when demanded. Accordingly, between **05.10.2017 and 07.02.2018**, the Plaintiff paid an aggregate sum of ₹7,00,000/- by way of transfers and cheque towards Account No.02171000045570, *i.e.*, to the account of the builder, as under:



<i>Date of transfer</i>	<i>Amount transferred</i>	<i>Mode of transfer</i>
05.10.2017	₹ 50,000/-	Transfer from the plaintiff's HDFC Bank account number 50100214564941 to the builder's account number 02171000045570
07.10.2017	₹ 50,000/-	-same as above-
08.10.2017	₹ 50,000/-	-same as above-
14.10.2017	₹ 50,000/-	-same as above-
16.10.2017	₹ 50,000/-	-same as above-
27.10.2017	₹ 50,000/-	-same as above-
01.11.2017	₹ 50,000/-	-same as above-
03.11.2017	₹ 50,000/-	Transfer from the plaintiff's ICICI Bank account number 102301520923 to the builder's account number 02171000045570
06.11.2017	₹ 1,50,000/-	Cheque no. 000002 to the builder from HDFC account
17.11.2017	₹ 50,000/-	Transfer from the plaintiff's ICICI Bank account number 102301520923 to the builder's account number 02171000045570
20.01.2018	₹ 50,000/-	Transfer from the plaintiff's HDFC Bank account number 50100214564941 to the builder's account number 02171000045570
07.02.2018	₹ 50,000/-	-same as above-

6. Subsequently, the Plaintiff was taken by the Police to Kota, Rajasthan, where he learnt that *Sh. Manish Singh*, brother of the Defendant, had been caught in connection with a bank dacoity and was later killed in a Police encounter. The brother of the Defendant used to take the Hyundai Verna Car bearing Registration No.DL-4CAQ-2820 of the Plaintiff, which was seized by the Kota Police, after certain car-service papers were recovered from the residence of the brother of the Defendant. The car continued to remain at the Police Station, Kota on account of the negligence of the brother of the Defendant.



7. Thereafter, the Defendant again approached the Plaintiff and stated that, on account of the aforesaid developments, she was unable to make the balance payment to the builder and required a further sum of Rs.1,00,000/-, failing which the amount already paid towards the Flat would be forfeited.

8. She further stated that, in such an eventuality, she would neither be able to repay the earlier loan of Rs. 7,00,000/- nor get the Verna car of the Plaintiff, released from the Kota Police.

9. In view of the aforesaid circumstances, the Plaintiff had no choice but to advance a further friendly loan of Rs. 1,00,000/-, to the Defendant. The said amount was paid as under:

Sl. No.	Date	Reference No./Cheque No. (*)	Amount in (Rs.)	Remarks, if any
1.	23.01.2019	902312601656	Rs.5,000/-	
2.	23.01.2019	902312610575	Rs.45,000/-	
3.	24.01.2019	902414300699	Rs.50,000/-	
TOTAL				RS.1,00,000/-

10. The Defendant assured the Plaintiff that the entire friendly loan of Rs. 8,00,000/-, would be repaid on or before 31.03.2019. However, despite repeated requests, the Defendant and her husband failed to repay the amount.

11. On 02.06.2020, when the Plaintiff again demanded repayment, the Defendant threatened him with dire consequences. Thereafter, a Legal Notice dated 19.06.2020 was sent to the Defendant on 22.06.2020



demanding repayment of Rs. 8,00,000/-. Despite service of the Legal Notice, neither any Reply was received nor was the amount repaid.

12. Consequently, the Plaintiff filed *the Suit seeking recovery of Rs. 8,00,000/- along with pendente lite and future interest @ 24% per annum from 24.01.2019 till realization.*

13. The Defendant, in her **Written Statement**, took *the preliminary objections* that the Suit was based on false, fabricated and concocted facts and had been filed with a *mala fide* intention to harass and humiliate her. It was asserted that the Suit did not disclose any cause of action and was liable to be rejected under Order VII Rule 11 CPC.

14. The Defendant further asserted that, according to the Plaintiff himself, the alleged loan had been taken by the Defendant and her husband, yet her husband had not been impleaded as a party. *The Suit was, therefore, stated to be bad for non-joinder of a necessary party.*

15. It was asserted that the present Suit had been filed by the Plaintiff to create evidence in his favour in the criminal proceedings arising out of FIR No.52/2018, P.S. Nayapura, Kota, Rajasthan, wherein he had been arrayed as an accused in a case concerning conspiracy for dacoity/bank robbery and his Verna car had been seized by the Kota Police.

16. **On merits**, the Defendant denied that she or her husband had entered into any deal with a builder for purchase of the third floor flat or that she had ever requested the Plaintiff to advance a friendly loan of ₹7,00,000/-. It was also denied that any payment had been made by the Plaintiff, at her instance, to Account No.02171000045570 as the account of the builder. The Bank Statement relied upon by the Plaintiff was stated to be vague, misleading, forged and fabricated.



17. It was further stated that the Complaint dated 21.03.2020, relied upon by the Plaintiff, did not disclose any transaction of loan between the parties.

18. The Defendant also denied that he sought the further sum of ₹1,00,000/- or having represented that the amount already paid to the builder would otherwise be forfeited or that she would get the Verna car of the Plaintiff, released from the Kota Police.

19. *On the contrary*, it was asserted that after being released on bail from judicial custody around May, 2018, the Plaintiff was jobless and in a deteriorating financial condition and had, therefore, taken the aforesaid loan of Rs. 3,00,000/- from her husband on 18.12.2018, by way of a Loan Agreement dated 31.01.2019/29.02.2019, and the said amount had not been repaid.

20. *It was, therefore, submitted that the Suit was devoid of merit and liable to be dismissed.*

21. The Plaintiff filed a **Replication** to the Written Statement of the Defendant, denying the averments made therein and reiterating the contents of the Plaint.

22. The **Issues on the pleadings were framed on 30.11.2021**, as under:

- (i) *Whether the plaintiff is entitled for recovery of suit amount as prayed for? OPP*
- (ii) *Whether the Plaintiff is entitled to any interest? If yes, at what rate and for what period? OPP*
- (iii) *Relief.”*



23. The Plaintiff examined himself as **PW-1** and tendered his evidence by way of Affidavit **Ex.PW-1/1**, reiterating the averments made in the Plaint. He relied upon and proved the following documents:

S.No.	Document	Marked as
1.	Copy of Aadhaar card of the plaintiff	Ex.PW1/A
2.	Bank account statement of HDFC Bank	Ex.PW1/B
3.	Bank account statement of ICICI Bank	Ex.PW1/C
4.	Copy of complaint	Ex.PW1/D
5.	Copy of legal notice	Ex.PW1/E
6.	Postal receipts of notice	Ex.PW1/F

24. The Defendant was proceeded *ex parte vide* Order dated 11.02.2022, and her Application seeking setting aside of the *ex parte* Order was also dismissed, *vide* Order dated 31.10.2022.

25. Consequently, the Plaintiff/**PW-1** was neither cross-examined by the Defendant nor did the Defendant lead any evidence in support of the defence taken in the Written Statement.

26. The **learned District Judge** observed that despite the Defendant having been proceeded *ex parte*, the Court was duty-bound to scrutinise the evidence led by the Plaintiff. The Plaintiff proved his HDFC Bank Account Statement, **Ex.PW-1/B**, reflecting payments aggregating to Rs.6,00,000/-, and his ICICI Bank Account Statement, **Ex.PW-1/C**, reflecting payments aggregating to Rs.2,00,000/-.



27. It was observed that the Plaintiff had thus, proved transfer of Rs.8,00,000/- from his accounts and had deposed that the said amounts had been paid directly to the builder on behalf of the Defendant.

28. It was further observed that though the Defendant had denied the said transactions in her Written Statement and had asserted that it was the Plaintiff who had taken a loan from her husband, she neither cross-examined the Plaintiff nor entered the witness box to prove her defence.

29. Consequently, in view of the unrebutted testimony of the Plaintiff and the Bank Account Statements, the Defendant was held liable to pay Rs. 8,00,000/- to the Plaintiff.

30. Insofar as the claim for interest @ 24% per annum was concerned, the same was held to be excessive and unsupported. Accordingly, interest @ 5% per annum was awarded under Section 34 CPC from the date of institution of the Suit, i.e. 26.08.2020, till realization, along with costs.

31. *Aggrieved by the said Judgment and Decree, the Defendant/Appellant has preferred the present Appeal, under Section 96 CPC.*

32. The **grounds of challenge** are that the learned District Judge failed to appreciate the extraordinary circumstances prevailing during the COVID-19 pandemic, when the functioning of Courts stood disrupted and cases were being adjourned *en bloc* and even the lawyers were finding it difficult to keep track of the matters during this period. In such an unprecedented situation, the learned Trial Court ought to have issued a Court Notice to the Defendant or her counsel, or granted an opportunity to make alternate arrangements, instead of proceeding *ex parte*.

33. It is further contended that the Application seeking setting aside of the *ex parte* Order dated 11.02.2022 was wrongly dismissed on 31.10.2022, on



the ground that the Defendant had acquired knowledge thereof on 20.02.2022 and, reckoning the limitation of 30 days therefrom, the Application filed on 26.03.2022, was beyond limitation.

34. It is contended that while dismissing the said Application, the learned District Judge failed to consider the Order passed by the Supreme Court in *Suo Motu* Writ Petition (C) No.3/2020, whereby, on account of the COVID-19 pandemic, the period from **15.03.2020 till 28.02.2022** was directed to be excluded for the purposes of limitation and, in cases where the limitation would have expired during the said period, a period of 90 days from 01.03.2022 was made available.

35. It is contended that despite the aforesaid Order of the Supreme Court having been brought to the notice of the learned District Judge, the subsequent Application seeking recall of the Order dated 31.10.2022, was dismissed *vide* Order dated 13.03.2024 on the ground of delay and laches. It is, therefore, contended that the *ex parte* Order and the subsequent proceedings culminating in the impugned Judgment and Decree, are unsustainable.

36. **On merits**, it is contended that there was no material on record to establish that the amounts transferred by the Plaintiff to the builder, were towards a loan advanced to the Defendant. There was nothing to show that the Plaintiff was not merely acting as an intermediary while making the said payments.

37. It is further contended that the learned District Judge failed to consider Complaint **Ex.PW-1/D** made by *Smt. Anita Singh*, wife of the Plaintiff, wherein it was stated that the Plaintiff had merely lent his identity for purchase of the Verna car by *Manish@ Ranbir* for himself, with an



understanding that the vehicle would subsequently be transferred in his name after obtaining identity documents of a Delhi address.

38. The aforesaid document was stated to be contrary to the assertion made in the Complaint that the Plaintiff was the owner of the Verna car. Thus, the averments made in the Complaint and the documents relied upon by the Plaintiff, were themselves contradictory and could not have been accepted without further scrutiny, merely because the Defendant had been proceeded *ex parte*.

39. It is further contended that, as pleaded in the Complaint, stamp duty had been paid only on a value of ₹9.5 lakhs, though the total sale consideration of the flat, was stated to be ₹18 lakhs. The Plaintiff, however, neither disclosed the source of his knowledge of the Sale Deed nor explained the circumstances in which he came to make payments directly to the builder towards the purchase of the flat, by the Defendant. According to the Appellant, these circumstances warranted closer scrutiny by the learned District Judge, before accepting the case of the Plaintiff.

40. It was thus, contended that the learned District Judge fell in error in accepting the case of the Plaintiff, without examining the contradictions emerging from his own pleadings and documents. A greater caution ought to have been exercised, before passing an *ex parte* Decree on the basis of the material placed on record.

41. The Plaintiff/Respondent, in his **Written Submissions**, has denied the grounds raised by the Appellant and asserted that the *ex parte* proceedings were occasioned, by her own lack of diligence. It is contended that although the Application seeking setting aside of the *ex parte* Order was dismissed on 31.10.2022, the Appellant sought recall of the said Order only in March,



2024, after a delay of about 498 days, without furnishing any satisfactory explanation for the intervening period.

42. It is further asserted that the Appellant cannot derive any benefit from the *suo motu* extension of limitation granted by the Supreme Court, having failed to pursue the proceedings diligently, thereafter.

43. It is further asserted that the parties had subsequently settled the decretal liability during the Execution proceedings on 23.04.2025 for a total sum of ₹9,50,000/-, of which ₹1,98,000/- had already been paid by the Appellant; having acted upon the Settlement, the Appellant cannot resile therefrom. *The Appeal is, therefore, sought to be dismissed.*

Submissions heard and record perused.

44. The controversy in the present Appeal, lies in a *narrow compass*. The case of the Plaintiff is that the Defendant had taken a ***friendly loan*** of ₹7,00,000/- from him between 05.10.2017 and 07.02.2018 towards the purchase of a Third Floor flat, with the payments being made directly to the builder.

45. The payments comprising the said amount of ₹7,00,000/- stand reflected in the Bank Account Statements, as proved by the Plaintiff. **Ex.PW-1/B**, pertaining to his HDFC Bank Account, reflects payments aggregating to ₹6,00,000/-, while **Ex.PW-1/C**, pertaining to his ICICI Bank Account, reflects further payments of ₹1,00,000/-.

46. Thus, the transfer of an aggregate amount of ₹7,00,000/- during the aforesaid period, ***was established from the documentary evidence.***



47. The purpose for which the aforesaid payments were made also stands corroborated by the Sale Deed dated **31.01.2019** executed in favour of the Defendant, in respect of the Third Floor flat.

48. Significantly, the Sale Deed itself records, towards payment of the sale consideration, the same amounts and substantially the same transaction/reference numbers as are reflected in the Bank Account Statements relied upon by the Plaintiff, for the payments made between 05.10.2017 and 07.02.2018. The same is reproduced as under:

BY CASH		on dated 01/01/2017	Rs. 50,000/-
Reference No. 735933087A1	On Dated 05/10/2017	HDFC Bank Ltd.	Rs. 50,000/-
Reference No. 758277715A1	On Dated 07/10/2017	HDFC Bank Ltd.	Rs. 50,000/-
Reference No. 770286384A1	On Dated 08/10/2017	HDFC Bank Ltd.	Rs. 50,000/-
Reference No. 835985890A1	On Dated 14/10/2017	HDFC Bank Ltd.	Rs. 50,000/-
Reference No. 853917163A1	On Dated 16/10/2017	HDFC Bank Ltd.	Rs. 50,000/-
Reference No. 9386987833A1	On Dated 27/10/2017	HDFC Bank Ltd.	Rs. 50,000/-
Reference No. 986364777A1	On Dated 01/11/2017	HDFC Bank Ltd.	Rs. 50,000/-
Reference No. 732120881245	On Dated 03/11/2017	HDFC Bank Ltd.	Rs. 50,000/-
Cheque No. 00002	On Dated 06/11/2017	HDFC Bank Ltd.	Rs. 1,50,000/-
Reference No. 73071359079	On Dated 17/11/2017	HDFC Bank Ltd.	Rs. 50,000/-
Reference No. 6384A1	On Dated 20/01/2018	HDFC Bank Ltd.	Rs. 50,000/-
NEFT 7715A1	On Dated 07/02/2018	HDFC Bank Ltd.	Rs. 50,000/-
Reference No. 902312601656	On Dated 23/11/2019	HDFC Bank Ltd.	Rs. 5,000/-
Reference No. 902312610575	On Dated 23/11/2019	HDFC Bank Ltd.	Rs. 45,000/-
Reference No. 902414300699	On Dated 24/11/2019	HDFC Bank Ltd.	Rs. 50,000/-

BY CASH

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49. The Plaintiff, *Sh. Gulab Devi Prasad Singh*, is also recorded as one of the **witnesses** to the Sale Deed. Thus, the Bank Account Statements, read with the recitals of the Sale Deed, corroborate the testimony of the Plaintiff that the amounts were paid towards the purchase of the property by the Defendant.

50. Significantly, the Defendant had denied in her Written Statement that she or her husband, had entered into any deal with a builder for the Third



Floor flat. ***That denial stands belied by the Sale Deed, which eventually got registered in her own name.***

51. The testimony of the Plaintiff that the aforesaid payments were made towards the purchase of the Third Floor flat by the Defendant is thus, fully corroborated by the Sale Deed, and *his testimony that the amounts had been advanced as a friendly loan remained unrebutted.*

52. The Plaintiff had further deposed that the Defendant subsequently, sought an additional loan of ₹1,00,000/- as she was unable to make the balance payment towards the purchase of the property and apprehended forfeiture of the amount already paid.

53. The Plaintiff/Respondent had also explained the circumstances in which the additional sum of ₹1,00,000/-, came to be advanced. *Sh. Manish @ Ranbir Singh*, brother of the Defendant, had purchased the Hyundai Verna car bearing Registration No.DL-4C-AQ-2820 in the name of the Plaintiff, since he did not have a valid identity proof of Delhi.

54. The said vehicle was thereafter, used by *Sh. Manish @ Ranbir Singh* in connection with an incident of dacoity, in respect of which FIR No.0052/2018 was registered at Kota, Rajasthan, and the Plaintiff was also implicated in the criminal proceedings. The vehicle was consequently, seized by the Kota Police.

55. The Plaintiff had explained that the Defendant thereafter, sought an additional sum of ₹1,00,000/- and represented that, unless the balance payment towards the flat was made, the amount already paid would be forfeited, in which event she would neither be able to repay the earlier loan of ₹7,00,000/- nor in getting the Verna car released from the Police.



56. The said amount was paid in *three tranches* of ₹5,000/-, ₹45,000/- and ₹50,000/-, which are reflected in the ICICI Bank Account Statement, **Ex.PW-1/C**. The payment of the additional sum of ₹1,00,000/- towards the purchase of the property, *therefore, stands duly corroborated*.

57. *The Plaintiff has thus, cogently explained the circumstances which prompted him to advance the further loan of ₹1,00,000/-*. The payment of the said amount is duly reflected in the ICICI Bank Account Statement, **Ex.PW-1/C**. ***His oral testimony is, therefore, supported by contemporaneous documentary evidence and has remained unrebutted.***

58. *In view of the aforesaid, the Plaintiff has proved advancement of a total loan of ₹8,00,000/- to the Defendant.*

59. The only defence raised by the Appellant was that the Plaintiff had taken a loan of ₹3,00,000/- from her husband on 18.12.2018, by way of a Loan Agreement dated 29.02.2019/31.01.2019. ***However, conspicuously, no evidence whatsoever was led by the Defendant to prove the said transaction.***

60. The said defence, therefore, remained a mere assertion in the Written Statement. Even if it is accepted that there was a loan transaction between the Husband of the Defendant and the plaintiff, for which the husband is at liberty to pursue his remedy, it being an independent transaction, not impacting the case of the plaintiff for recovery of Rs.8,00,000/- which has been proved through cogent evidence. It can also not be overlooked that in the present Suit, husband of the defendant, is not even a party.

61. In fact, she was proceeded *ex-parte*, vide Order dated 11.02.2022. An Application under Order IX Rule 13 (sic) read with Section 151 CPC, seeking recall/setting aside of the *ex parte* Order dated 11.02.2022, was filed



on 26.03.2022, but was dismissed *vide* Order dated 31.10.2022. *Thereafter, no steps were taken by the Defendant to assail the said Order for almost one and a half years.*

62. It was only on 12.03.2024, when the matter had reached the stage of final arguments, that another Application under Section 151 CPC was filed seeking recall of the Order dated 31.10.2022. The said Application was dismissed *vide* Order dated 13.03.2024, on account of ***unexplained delay and laches.***

63. Though the Appellant has sought to explain her absence to be on account of the disruption caused during the COVID-19 pandemic and has relied upon the extension of limitation granted by the Supreme Court, the subsequent conduct of the Appellant, cannot be overlooked.

64. Even after dismissal of her Application on 31.10.2022, no challenge thereto was made ***for about one and a half years.*** There was no explanation for this prolonged inaction. The plea of inability to keep track of the proceedings during the COVID-19 period, therefore, does not explain her *subsequent failure to pursue the proceedings with due diligence.*

65. ***There is yet, another significant subsequent development.*** During the Execution proceedings, **the parties jointly submitted before the Executing Court on 23.04.2025 that the dispute had been settled for a total sum of ₹9,50,000/-.** Out of the said amount, a sum of ₹1,98,000/- had already been paid by the Appellant/Judgment Debtor to the Respondent/Decree Holder and the balance amount was agreed to be paid on or before 24.06.2025.

66. On the basis of the said joint statement, the warrants of attachment were recalled and the keys of the attached premises, were directed to be returned to the Appellant.



67. Thereafter, *vide* Order dated 07.07.2025 passed in the present Appeal, the Appellant expressed her readiness and willingness to deposit the balance amount of ₹7,52,000/- before this Court and the balance amount of ₹7,52,000/- has accordingly, been deposited before this Court. The proof of deposit was filed by the Appellant on 01.09.2025, *vide* Dy. No.5374918/2025.

68. The Respondent has, however, filed CM Appl. 56210/2025, contending that the amount of ₹9,50,000/- was the settlement amount, but since the Appellant did not pay in terms of the Settlement, her liability should be for the entire balance decretal amount. The said Application was disposed of *vide* Order dated 17.08.2026, observing that the sum of ₹7,52,000/- was directed to be deposited as a condition precedent for stay and did not refer to the decretal amount.

69. Thus, not only does the evidence led by the Plaintiff establish the payments aggregating to ₹8,00,000/-, but the parties have subsequently settled the dispute in the Execution Proceedings for a sum of ₹9,50,000/- and the said Settlement has also been partly acted upon. ***A sum of ₹1,98,000/- already stands paid to the Respondent and the remaining sum of ₹7,52,000/- stands deposited before this Court.***

70. Once the Parties had settled their disputes and had acted upon since the Execution proceedings got settled and the Order of Attachment of the property of the Appellant, was withdrawn, she cannot not renege from her settlement and raise her contentions, herein. In view of the subsequent Settlement between the parties, on account of Settlement, ***no further monetary dispute survives for adjudication in the present Appeal.***



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71. *The Suit of the Plaintiff has thus been rightly decreed. However, in view of the subsequent Settlement arrived at between the parties, the decretal liability stands settled at ₹9,50,000/-. Out of the said amount, the Defendant/Appellant has already paid a sum of ₹1,98,000/- to the Plaintiff/Respondent and the balance sum has been deposited before this Court. The said amount be accordingly, released to the Respondent.*

72. **The Appeal is disposed of in terms of the aforesaid Settlement.**

73. The pending Application(s), if any, are also disposed of accordingly.

**(NEENA BANSAL KRISHNA)
JUDGE**

OCTOBER 5, 2026

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