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

+ CS(OS) 283/2009

SHREE GOPAL SUGAR COMPANY & OTHERS Plaintiffs
Through: Mr. Lalit Gupta, Advocate with
Mr. H.C. Sukhija, Advocate and plaintiff No.2 in
person.

versus

SIEL LIMITED & OTHERS Defendants
Through: Mr. Munindra Divedi, Advocate with
Ms. Divya Bhalla, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
16.11.2012

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I.A. No. 20616/2012 (joint application u/O XXIII R 3 CPC)

1. The present joint application has been filed by the parties stating *inter alia* that during the pendency of the present proceedings, they have arrived at an amicable settlement as recorded in the Compromise Deed dated 09.11.2012 (Annexure-A).

2. Counsels for the parties state that in accordance with the terms and conditions of the settlement, the plaintiff No.1 has agreed to pay to the defendant No.1, a sum of ₹34,68,000/- in full and final settlement of all the *inter se* claims between the parties. Counsel for

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the plaintiffs hands over a pay order No.771565 dated 14.11.2012 for ₹34,68,000/- drawn on the Union Bank, Khari Baoli, which is duly accepted by the counsel for the defendants. Counsel for the defendants states that having received the aforesaid amount from the plaintiffs in full and final settlement of all the claims of the defendants, subject matter of the present suit as also a complaint filed by the defendant No.1 against the plaintiffs under Section 138 of the Negotiable Instruments Act, registered as CC No.907/2011, the present application may be allowed and the suit may be disposed of.

3. The present application is signed by the plaintiffs. The Compromise Deed (Annexure A) enclosed with the application has been signed by the plaintiff No.2 for and on behalf of the plaintiffs No.1 and 3 and by Ms. Vani Chandrashekhar, Sr. Chief Manager (Legal) for the defendants No.1 and 2. A copy of the Resolution of the Board of Directors of M/s Mawana Sugars Limited, authorising Ms.Vani Chandrashekhar to sign the Compromise Deed is handed over by the learned counsel for the defendants and taken on record. Similarly, a letter of authority dated 05.11.2012 signed by Shri Ashok Kumar Kasera, one of the partners of the plaintiff No.1, authorising the

plaintiff No.2 to sign the Compromise Deed is enclosed with the application.

4. In view of the fact that the parties state that they have arrived at an out of Court settlement of their own free will and volition and without any undue influence or coercion from any quarters, there appears no legal impediment in accepting the same. The parties shall remain bound by the terms and conditions of the settlement. The application is allowed and the suit is decreed in terms of the settlement.

5. The suit is disposed of while leaving the parties to bear their own costs.

6. At this stage, counsel for the plaintiffs states that in view of the fact that the parties have arrived at an out of court settlement prior to the stage of framing of issues, the Registry may be directed to issue a certificate to enable the plaintiff to seek refund of 50% of the court fee paid on the plaint.

7. Ordered accordingly. The Registry shall prepare a certificate under Section 16-A of the Court Fees Act in favour of the plaintiffs.



HIMA KOHLI, J

NOVEMBER 16, 2012/rkb/mk
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