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

+ CS(OS) 193/2014 & IAs No.10617/2014 and 16652/2014

M/S PSS LEASING & FINANCE PVT LTD Plaintiff
Through : Mr. Manoj Singh, Advocate

versus

M/S APCO CONSTRUCTION PVT LTD & ANR Defendants
Through : Mr. A.K. Srivastava, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% 30.07.2015

1. Pursuant to the parties being referred to the Delhi High Court Mediation and Conciliation Centre, a Settlement Agreement dated 24.7.2015 has been placed on record.
2. Counsels for the parties state that in accordance with the terms and conditions of the settlement, the defendants have agreed to pay a sum of ₹33.00 lacs to the plaintiff in full and final settlement of all its claims against the defendants in the present summary suit. Out of the aforesaid agreed amount of ₹33.00 lacs, the plaintiff has already received a sum of ₹24.00 lacs and the balance sum of ₹9.00 lacs has been agreed to be paid by the defendants in two equal instalments of ₹4.50 lacs each, on or before 10.8.2015 and 15.9.2015. The remaining terms and conditions of the settlement are set out in para 7 of the Settlement Agreement.

3. Counsels for the parties state that in view of the settlement arrived at between the parties, the Settlement Agreement dated 24.7.2015 may be taken on record and the suit may be decreed.

4. The Court has perused the Settlement Agreement. The terms and conditions of the settlement are set out in paras 7 thereof. The Settlement Agreement has been signed by the authorized representatives plaintiff and the defendants and their respective counsels. A copy of the extract of the minutes of the meeting of the Board of Directors of the plaintiff and the defendants authorizing the signatories to the application to enter into a settlement in the present suit is enclosed with the Settlement Agreement which has also been signed by the counsels for the parties and the learned Mediator.

5. As the counsels for the plaintiff and the defendants jointly state that they have arrived at the aforesaid 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 settlement. The Settlement Agreement is taken on record and the parties shall remain bound by the terms and conditions thereof.

6. The suit is decreed in terms of the aforesaid settlement arrived at between the parties, while leaving the parties to bear their own expenses.

7. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement through the court annexed mediation, prior to the pleadings being completed in the suit, the plaintiff is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

8. In view of the aforesaid submission made by the counsel for the plaintiff, the Registry is directed to issue a certificate in favour of the plaintiff for refund of the court fees under Section 16 of the Court Fees Act.

9. The suit is disposed of, along with the pending applications.

10. File be consigned to the record room.

HIMA KOHLI, J

JULY 30, 2015

sk/ap