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

+ CS(OS) 166/2011 and CC 40/2011

M/S A.P. PROCESSORS Plaintiff
Through: Mr. Praveen Pahuja, Advocate

versus

M/S DIAMOND EXPORT & OTHERS Defendants
Through: Mr. Rajesh Sachdeva, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 09.02.2015

1. Pursuant to the parties being referred to the Delhi High Court Mediation and Conciliation Centre, a Settlement Agreement dated 20.01.2015 has been placed on record.
2. Counsels for the parties state that in accordance with the terms and conditions of the settlement, the defendants had agreed to pay a sum of ₹10 lacs to the plaintiff in full and final settlement of all its claims against the defendants and the said amount has already been tendered to the plaintiff through cheque, which has been duly encashed. Learned counsels jointly state that it was agreed that upon encashment of the aforesaid cheque, both, the suit and the counter claim filed by the defendants would stand satisfied.

3. The Court has perused the Settlement Agreement. The terms and conditions of the settlement are set out in paras (a) to (d). Counsel for the plaintiff confirms having received the agreed amount of ₹10 lacs from the defendants in full and final settlement of all its claims against the defendants. The Agreement has been signed by the partner of the plaintiff/firm and the authorised representative of the defendant/company. Enclosed with the Settlement Agreement is a copy of the Partnership Deed dated 05.12.2004 of the plaintiff/firm and the Special Power of Attorney dated 19.01.2015, executed by the sole proprietor of the defendants/firm in favour of Mr. Mahavir Prasad Jain, the signatory of the Settlement Agreement. The Settlement Agreement has also been signed by the counsels for the parties and the learned Mediator.

4. 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 of the said settlement.

5. The suit and the counter claim are disposed of while leaving the parties to bear their own expenses.
6. 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 50% of the court fees in terms of Section 16-A of the Court Fees Act.
7. 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 50% of the court fees, as per law.
8. File be consigned to the record room.

HIMA KOHLI, J

FEBRUARY 09, 2015

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