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IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CS(OS) 326/2014 & IAs No.24687 & 25623/2014

PORTRAIT ADVERTISING & MARKETING PVT. LTD. Plaintiff
Through Mr.Niraj Singh, Mr.A.K.Srivastav
Advocate

versus

NEXT RETAIL INDIA LIMITED Defendant
Through Mr.Ankur Aggarwal and
Mr.Nitin Sharma, Advocates with AR of the
defendant in person

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 27.05.2015

1. On the last date of hearing, counsels for the parties had stated that their clients had arrived at an out of court settlement, whereunder the defendant had agreed to pay a sum of ₹55 lacs to the plaintiff, as per the schedule recorded in the Memorandum of Understanding(MOU) dated 6.5.2015. The said MOU has not been filed so far. Counsels for the parties hand over a true copy of the MOU dated 6.5.2015.
2. Counsel for the plaintiff states that the defendant has paid the last and final installment of ₹15 lacs to the plaintiff through cheque, on 25.5.2015 which has been duly honoured on being presented. He states that now nothing further survives for adjudication in the present

suit.

3. While taking on record the MOU dated 6.5.2015, the suit is disposed of, along with pending applications.

4. At this stage, learned counsel for the plaintiff states that as the parties have arrived at an out of court settlement at the stage of completion of pleadings 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.

5. 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.

File be consigned to the record room.

HIMA KOHLI, J

MAY 27, 2015

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