

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

+ CS(OS) 91/2015 & IA No.674/2015

Decided on 29.04.2015

IN THE MATTER OF:

AHLCON READY MIX CONCRETE PVT. LTD Plaintiff
Through: Mr. Mr.Aniruddha Choudhary,
Advocate with Mr.Purshottam Kataria,
Authorized Representative of the plaintiff in
person

versus

CONDOR BUILDERS PVT.LTD. Defendant
Through: Mr. S.Aravindh, Advocate

**CORAM
HON'BLE MS.JUSTICE HIMA KOHLI**

HIMA KOHLI, J. (Oral)

1. Pursuant to the parties being referred to mediation, they have arrived at a settlement as recorded in the Settlement Agreement dated 25.3.2015. The terms and conditions of the settlement have been set out in para 6 of the Settlement Agreement.
2. Counsels for the parties state that in terms of the settlement arrived at between the parties, it was agreed that the defendant would pay a sum of ₹22,57,750/- to the plaintiff in full and final settlement of all its claims, subject matter of the present suit.
3. Counsel for the defendant hands over the drafts of the aforesaid

amount to the counsel for the plaintiff which are dully accepted. Counsel for the plaintiff states that after receiving the said amount, nothing further is due or payable by the defendant to the plaintiff. Further, it is stated that in view of the settlement arrived at between the parties, the plaintiff shall not claim any right, title or interest in the machinery as mentioned in para 6(c) of the Settlement Agreement. Counsel for the plaintiff also returns two cheques of ₹11 lacs each, issued by the defendant in favour of the plaintiff and returned as dishonoured, in terms of the settlement.

4. The Court has perused the Settlement Agreement dated 25.3.2015. The same has been signed by the authorized representatives of the plaintiff and the defendant, and their respective counsels as also by the learned Mediator. Enclosed with the Settlement Agreement, is a letter of authorization, executed in favour of the authorized representative of the defendant.

5. As counsels for the parties jointly state that their clients 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 said settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement.

6. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Agreement dated 25.03.2015, 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 court annexed mediation, 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, as per law.

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

File be consigned to the record room.

APRIL 29, 2015
mk

(HIMA KOHLI)
JUDGE