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

+ CS(OS) 303/2014 & IAs No.2049/2014, 8077/2014, 8922/2014,
9179/2014 and 11728/2014

SHOBHA TOLIA AND ANR Plaintiffs
Through : Mr. Dhanmohan, Advocate with
plaintiff in person.

versus

PRABHU N.S. TOLIA AND ORS Defendants
Through : Mr. S.P. Rana, Adv. for D-1.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% **06.01.2015**

1. Pursuant to the parties appearing before the Delhi High Court Mediation & Conciliation Centre, they have arrived at a settlement as recorded in the Settlement Agreement dated 1.12.2014. The terms and conditions of the settlement are set out in para 8 of the Settlement Agreement.

2. Counsels for the parties state that the parties have discharged their respective obligations insofar as the immovable properties mentioned in sub-para (i), (ii) and (iv) of para 8 of the Settlement Agreement are concerned and as for the remaining terms and conditions of the settlement, the parties are in the process of filing the

first motion for divorce by mutual consent before the competent court. They state that nothing further is due or payable by one party to the other, except in accordance with the terms and conditions of the settlement and therefore the present suit may be decreed in terms of the Settlement Agreement dated 1.12.2014.

3. The Court has perused the Settlement Agreement dated 1.12.2014. The same has been signed by the plaintiff and the defendants and their respective counsels as also by the learned Mediator. The power of attorney of the defendant No.5 has signed the Settlement Agreement and a letter of authority issued by the defendant No.5 in favour of the signatory has been enclosed with the Settlement Agreement and annexed as Annexure-A.

4. As the counsels for the parties state that the parties 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 same. The parties shall remain bound by the terms and conditions of the settlement.

5. The Settlement Agreement dated 1.12.2014 is taken on record and the suit is decreed in terms of the said settlement. The suit is disposed of, along with the pending applications, while leaving the parties to bear their own costs.

6. The Court places on record its appreciation for the sincere efforts made by the learned Mediator to facilitate the settlement between the parties.

7. At this stage, counsel for the plaintiff states that as the parties have arrived at a settlement through the court annexed mediation and the suit is still at the stage of completion of pleadings, the plaintiff is entitled to claim refund of the 50% of the court fee in terms of Section 16-A of the Court Fees Act. Ordered accordingly.

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 fee as per law.

9. File be consigned to the record room.

HIMA KOHLI, J

JANUARY 06, 2015
sk/rkb