

\$~13

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

+ **CS(OS) 621/2012**

PROEL S.P.A. Plaintiff

Through: Mr. Preet Pal Singh and
Ms.Priyam Mehta, Advocates

versus

M/S DELHI LIGH AND MUSIC CENTRE Defendant

Through: Mr.Mahesh Singh and Ms.Megha
Singh, Advocates with Mr.Pooran Singh Rawat
Proprietor of defendant in person

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
27.02.2015

1. Pursuant to the parties being referred to the Delhi High Court Mediation and Conciliation Centre, they have arrived at a settlement as recorded in the Settlement Agreement dated 12.02.2015.
2. Counsels for the parties state that the terms and conditions of the settlement have been set out in para 6 of the Settlement Agreement, whereunder the defendant has agreed to pay US\$ 4200 to the plaintiff in full and final settlement of its claims in the present suit. The manner of making the payments to the plaintiff have been set out in para 6(b)(i) & (ii). Counsel for the plaintiff states as per para 6(c), his client was required to furnish the account details of the beneficiary

bank to the defendant today. He states that the said details shall be furnished to the defendant during the course of the day. It is jointly stated that view of the settlement arrived at between the parties, the present suit may be decreed.

3. The Court has perused the Settlement Agreement. The same has been signed by the authorized representative of the plaintiff and Mr. Pooran Singh Rawat, the proprietor of the defendant firm as also their respective counsels and the learned Mediator. Enclosed with the Settlement Agreement is a copy of the authority letter executed by the power of attorney holder of the plaintiff in favour of the authorized representative who has signed the Settlement Agreement.

4. As the counsels for the plaintiff and the defendant jointly 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 settlement. The Settlement Agreement is taken on record. The parties shall remain bound by the terms and conditions of the settlement.

5. The suit is decreed in terms of the Settlement Agreement, while leaving the parties to bear their own expenses.

6. At this stage, counsel for the plaintiff states that as the parties have arrived at the settlement through the court annexed mediation

and a settlement has been arrived at prior to the evidence being recorded in the suit, the plaintiff is entitled to claim refund of the entire court fees in terms of Section 16 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 the court fees, under Section 16 of the Court Fees Act, as per law.

HIMA KOHLI, J

FEBRUARY 27, 2015

mk