

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

**+ CS(OS) 418/2012 & O.A.No.149/2013**

Decided on : 22.01.2015

**IN THE MATTER OF:**

KIRLOSKAR CONSTRUCTIONS AND ENGINEERS LTD ..... Plaintiff  
Through : Ms. Kanika Baweja and  
Mr. Ashish Wad, Advocates

versus

INDIAN OIL CORPORATION LTD ..... Defendant  
Through : Mr. Nikhil Mundeja, Advocate

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

**HIMA KOHLI, J.(Oral)**

**I.A.No.1597/2015 (joint application u/O XXIII R-3 CPC)**

1. The present application has been jointly filed by the parties stating *inter alia* that the subject matter of the present suit was referred for mediation along with CS(OS)No.2666/2008, a suit pending between the same parties and the disputes raised in both the suits have been finally settled in terms of the Settlement Agreement dated 15.1.2015.

2. Counsels for the parties state that the terms and conditions of the settlement have been partly set out in the Closure Agreement dated

14.1.2015, annexed with the application and the remaining terms are contained in para 7 of the Settlement Agreement dated 15.1.2015. In terms of the settlement, the plaintiff has agreed to withdraw both the pending suits and on the said condition, the defendant has agreed to pay a sum of Rs.29,01,103.20 paise to the plaintiff in full and final payment. Further, the plaintiff has agreed to handover the original extension of the Bank Guarantee No.25/09 dated 18.2.2009 to the defendant in terms of para 7(iii) of the Settlement Agreement.

3. Counsel for the defendant states that his client has received the aforesaid Bank Guarantee and assures the Court that the agreed amount shall be remitted in the account of the plaintiff furnished by the counsel for the plaintiff, within the agreed timeline.

4. The Court has perused the Settlement Agreement dated 15.1.2015. The same has been signed by the authorized representatives of plaintiff and the defendant as also by their respective counsels and the learned Mediator. Enclosed with it is the Board of Directors' Resolution dated 28.10.2014 in favour of the authorized representative of the plaintiff/Company and a Special Power of Attorney executed in favour of the authorized representative. The Closure Agreement dated 14.1.2015 has also been signed the parties.

5. 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 arrived at between them.

6. The Settlement Agreement dated 15.1.2015 and the Closure Agreement dated 14.1.2015 are taken on record and the suit is decreed in terms thereof. The suit is disposed of, along with the pending application, while leaving the parties to bear their own costs.

7. The date already fixed in the suit, i.e., 9.2.2015 stands cancelled.

**I.A.No.1598/2015 (by the plaintiff u/Sec.16A of the Court Fees Act, 1870)**

1. The present application has been filed by the plaintiff praying *inter alia* for refund of the court fees in terms of Section 16A of the Court Fees Act, 1870)

2. 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 stage of framing of issues, the plaintiff is entitled to claim refund of 50% of the court fees in terms of Section 16-A of the

Court Fees Act.

3. 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.
4. The application is disposed of.
5. File be consigned to the record room.

**JANUARY 22, 2015**  
sk/rkb

**(HIMA KOHLI)**  
JUDGE