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

+ CS(OS) 693/2011

M/S AUSTER CONSULTING(P) LTD Plaintiff

Through: Mr. Kamal Bansal, Advocate
with Mr. Ankur Garg, Advocate alongwith
Mr. Hardeep Kakkar, Director of the
plaintiff/company in person.

versus

M/S ITC LIMITED & OTHERS Defendants

Through: Mr. Anirudh Arunkumar, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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15.07.2015

I.A. 13934/2015 (by the plaintiff u/O XXIII R 3 CPC)

1. The present application has been filed by the plaintiff stating inter alia that pursuant to the parties being referred to Delhi High Court Mediation and Conciliation Centre, they have arrived at a settlement as recorded in the Settlement Agreement dated 12.05.2015 (Annexure A), whereunder against a decree for a sum of Rs.20,13,560/- prayed for by the plaintiff against the defendants, the plaintiff has agreed to receive a sum of Rs.7 lacs from the defendants in full and final settlement.

2. Learned counsel for the defendants confirms the fact that his clients are willing to suffer a decree to the tune of Rs.7 lacs in terms of the settlement arrived at with the plaintiff. He states that he has brought a cheque bearing No.037051 for Rs.6,37,700/- dated 26.05.2015 drawn on HDFC Bank, Sarat Bose Road, Central Plaza, Kolkata, in favour of the plaintiff, after deducting the TDS. He states that the TDS certificate shall be furnished to the plaintiff within one month from today. He assures the Court that when presented, the cheque shall be duly honoured. Counsels for the parties state that in view of the settlement arrived at between them, the suit may be disposed of.

3. The Court has pursued the Settlement Agreement dated 12.05.2015 enclosed with the present application and marked as Annexure A. The same has been signed by the Managing Director of the plaintiff/company, authorized representatives of the defendants and their respective counsels as also by the learned Mediator. Enclosed with the Settlement Agreement, is a Power of Attorney executed on behalf of the defendants in favour of the signatory to the Settlement Agreement.

4. 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.

5. The suit is disposed of in terms of the settlement arrived at and recorded in the Settlement Agreement dated 12.05.2015, while leaving the parties to bear their own expenses.

6. At this stage, learned counsel for the plaintiff states that as the settlement through mediation has been negotiated by the parties prior to the issues being framed in the suit, the plaintiff is entitled to claim refund of the 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, as per law.

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

File be consigned to the record room.

HIMA KOHLI, J

JULY 15, 2015

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