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

+ CS(OS) 924/2014

M/S LUMINOUS POWER TECHNOLOGIES

PVT LTD

..... Plaintiff

Through : Mr. Bhimraj and Mr. R. K. Mishra,
Advs. with Mr. H. K. Balajee, AR of
plaintiff .

versus

PRAMOD AGARWAL

..... Defendant

Through : Ms. Reeta Chaudhary, Adv.

CORAM:

HON'BLE MR. JUSTICE A.K. PATHAK

ORDER

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13.07.2015

Parties have settled all their disputes before the Mediation Centre, Tis Hazari Courts on 17th November, 2014 on the terms and conditions as stipulated in the Settlement Agreement as contained in the proceeding sheet of the Learned Mediator, duly signed by the parties.

Not only the disputes involved in the present suit have been settled but other disputes including the complaint case under section 138 of the Negotiable Instruments Act, 1881 and the FIR, wherein closure report no.49/2013 has been filed before Judicial Magistrate-04, District Court, Allahabad were settled. The Settlement Agreement is marked as 'Mark C-1'. Parties shall remain bound by the terms of settlement. Suit is disposed

of in terms of 'Mark C-1'. Learned counsel for the defendant submits that the defendant shall comply 'Mark C-1' in letter and spirit and will make remaining payments in terms of Clause 3 on 15th day of each English calendar month. It is further submitted that closure report being 49/2013 will not be contested by the defendant and affidavit in terms of Clause 6 would be filed in the court of Judicial Magistrate-04, District Court, Allahabad within one week from today. Since the parties have settled their disputes through the process of mediation, court fee be refunded to the plaintiff and necessary certificate in this regard be issued by the Registry.

A.K. PATHAK, J.

JULY 13, 2015

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