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

+ CS(OS) 563/2015

NEW FASHION GARMENTS PVT LTD Plaintiff
Through: Mr. D.S. Dalal, Advocate with
Mr. Anshu Jain, Advocate

versus

VIDYA ELECTRONTECH P LTD AND ORS Defendants
Through: Mr. S.N. Parashar, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
11.08.2015

I.A. 16453/2015 (by the plaintiff for early hearing)

1. The present application has been filed by the plaintiff stating *inter alia* that during the pendency of the present suit, the parties have been able to arrive at a negotiated settlement through mediation and therefore, the hearing in the case may be advanced so that the Settlement Agreement can be taken on record.
2. Issue notice.
3. Counsel for the non-applicants/defendants accepts notice and states that he has no objection to the present application being allowed.

4. Accordingly, the application is allowed and disposed of. The suit is taken up today itself.

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1. Vide order dated 21.07.2015, the learned Joint Registrar had acceded to the request of the parties for being referred to mediation. Pursuant thereto, a Settlement Agreement dated 30.07.2015 has been filed.

2. Counsels for the parties state that the terms and conditions of the settlement have been set out in para 8 of Settlement Agreement, whereunder the defendants have agreed to hand over to the plaintiff the vacant, peaceful physical possession of the factory premises situated in Sector 65, NOIDA on or before 30.09.2015. It has been agreed by the defendants that if there is any default in handing over possession of the factory premises to the plaintiff on or before 30.09.2015, then they shall be liable to pay a sum of ₹66,80,259/- to the plaintiff towards the arrears of rent, apart from paying a monthly rent of ₹10 lacs, till the possession is recovered. The defendants have further agreed that they shall clear the water and electricity charges etc. in respect of the factory premises.

3. Counsel for the plaintiff states that in lieu of the defendants agreeing to hand over vacant peaceful possession of the factory

premises on or before 30.09.2015, the plaintiff has agreed to waive the arrears of rent. The remaining terms and conditions of the settlement have been set out in para 8(a) to (j) of the Settlement Agreement. Both the parties jointly request that the suit may be decreed in terms of Settlement Agreement dated 30.07.2015.

4. The Court has perused the Settlement Agreement. The same has been signed by the directors of the plaintiff and the defendants and their respective counsels as also learned Mediator. As counsels for the plaintiff and the defendants jointly state that they 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 accordance with the terms and conditions of the Settlement Agreement dated 09.04.2015. Decree sheet shall be drawn accordingly.

6. The suit is disposed of alongwith the pending application, while leaving the parties to bear their own expenses.

7. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement through court

annexed mediation, the plaintiff is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

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 fees, as per law.

9. The date fixed in the suit, i.e., 04.09.2015 stands cancelled.

File be consigned to the record room.

HIMA KOHLI, J

AUGUST 11, 2015

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