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

+ CS(OS) 1013/2009 & IA No.7280/2009

LAXMAN INDUSTRIES LIMITED Plaintiff
Through : Dr. Saif Mahmood, Advocate

versus

LAXMAN MARKETING PRIVATE LIMITED AND ORS.....Defendants
Through : Mr. Sanjeev Aggarwal, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 31.07.2015

1. Pursuant to the parties being referred to the Delhi High Court Mediation and Conciliation Centre, a Settlement Agreement dated 13.7.2015 has been placed on record.
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 dated 13.7.2015, whereunder the defendants have given a series of undertakings to the plaintiff and in lieu of the said undertakings, the plaintiff has agreed that it shall not press the relief of damages, costs, etc., against the defendants.
3. Counsels for the parties state that in view of the settlement arrived at between the parties, the Settlement Agreement dated 13.7.2015 may be taken on record and the suit be disposed of.
4. The Court has perused the Settlement Agreement dated

13.7.2015. The terms and conditions of the settlement are set out in paras 6 thereof. The same has been signed by the authorized representatives plaintiff and the defendants and their respective counsels. Copies of the extract of the minutes of the meeting of the Board of Directors of the plaintiff and the defendants, authorizing the signatories to enter into a settlement in the suit are enclosed with the Settlement Agreement which has also been signed by the counsels for the parties and the learned Mediator.

5. As the 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 said settlement.

6. The suit is decreed in terms of the aforesaid Settlement Agreement dated 13.7.2015, while leaving the parties to bear their own expenses.

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

8. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement through the court annexed mediation, the plaintiff is entitled to claim refund of the

court fees in terms of Section 16 of the Court Fees Act.

9. 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.

10. File be consigned to the record room.

HIMA KOHLI, J

JULY 31, 2015

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