

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

+ CS(OS) 1393/2010

Decided on: 29.05.2015

IN THE MATTER OF:

S. URVINDER SINGH GUJRAL & ANR. Plaintiffs
Through Plaintiffs in person

versus

PRADEEP KUMAR MEHTA Defendant
Through Ms.Kamlesh Mahajan, Advocaet with
defendant in person

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

HIMA KOHLI, J.(Oral)

1. Pursuant to the parties being referred to the Delhi High Court Mediation & Conciliation Centre vide order dated 25.5.2015, a Settlement Agreement dated 26.5.2015 has been placed on record.
2. As per the terms and conditions of the settlement, the defendant has agreed to return a sum of ₹22,60,000/- to the plaintiffs in full and final settlement of all their claims, subject matter of the present suit. It has been further agreed that the plaintiffs would be entitled to approach the Registry for receiving back the sum of ₹35,01,000/- directed to be deposited in court, vide order dated 14.7.2010, along with the interest, if any, accrued thereon.

3. The plaintiffs No.1 & 2 are present and are identified by the defendant who is also present in court, along with his counsel. They confirm that they have arrived at a settlement with the defendant of their own free will and volition and without any undue influence or coercion from any quarters. They state that after receiving the sum of ₹22,60,000/- from the defendant, nothing further is due or payable by him in the present suit.

4. Learned counsel for the defendant hands over two drafts bearing Nos.519474 & 519473, both dated 28.5.2015 drawn on UCO Bank, Punjabi Bagh, favouring plaintiffs No.1 & 2 for sum of ₹19,00,000/- and ₹3,60,000/- respectively. The same are duly received by the plaintiffs No.1 & 2 who state that now they be permitted to approach the Registry for seeking release of the amounts deposited by them in terms of the order dated 14.7.2010.

5. The court has perused the Settlement Agreement dated 26.5.2015. The same has been signed by the plaintiffs and the defendant and his counsel as also the learned Mediator. As 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 Settlement Agreement dated

26.5.2015 is taken on record. The parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement. The plaintiffs shall be entitled to approach the Registry for release of the sum of ₹35,01,000/- along with interest, if any, accrued thereon.

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

7. At this stage, the plaintiffs state that in view of the fact that the parties have arrived at a settlement through court annexed mediation, they are 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 plaintiffs, the Registry is directed to issue a certificate in their favour for refund of the court fees, as per law.

File be consigned to the record room.

The date of 20.8.2015 stands cancelled.

MAY 29, 2015
mk

(HIMA KOHLI)
JUDGE