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

+ CS(OS) 1413/2013

AKUMS DRUGS & PHARMACEUTICALS LTD Plaintiff
Through : Mr. P.K. Mittal, Advocate

versus

M/S AMRA REMEDIES LTD Defendant
Through : Ms. Anshula Grover, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% **17.07.2015**

1. Counsels for the parties jointly state that after being referred to the Delhi High Court Mediation & Conciliation Centre, they have arrived at a negotiated settlement, as recorded in the Settlement Report dated 10.3.2015. The terms and conditions of the settlement are a part of the Memorandum of Settlement dated 15.12.2014, enclosed with the captioned Settlement Report and marked as Annexure-A.

2. Counsels for the parties state that not only the plaintiff and the defendant, but their group companies are also signatories to the Memorandum of Settlement dated 15.12.2014 and some other disputes, which were not a subject matter of the present suit, have been settled during the mediation. It is stated that the defendant and its group companies have agreed to receive a sum of ₹1,69,363/- from

the plaintiff and its group companies in full and final settlement of all their *inter se* disputes and the said amount has already been paid by the plaintiff to the defendant.

3. Counsels for the parties state that in view of the aforesaid settlement arrived at between the parties, nothing further survives in the present suit, which may be disposed of.

4. The Court has heard the counsels for the parties and perused the Settlement Report dated 10.3.2015, which has been signed by the authorized representative of the plaintiff and the defendant and their respective counsels and by the learned Mediator. Enclosed with the Settlement Report is the Memorandum of Settlement dated 15.12.2014 (Annexure-A), that has been signed by the plaintiff and its group companies and defendant and its group companies and witnessed by their respective counsels. The certified true copies of the resolutions passed in favour of the signatories to the Memorandum of Settlement are enclosed with the Settlement Report dated 10.3.2015 and marked as Annexure-B.

5. 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 Report dated 10.3.2015 and the Memorandum of Settlement dated 15.12.2014.

6. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Report dated 10.3.2015, while leaving the parties to bear their own expenses.

7. At this stage, learned counsel for the plaintiff states that as the parties have arrived at a settlement through the court annexed mediation, prior to the stage of framing of issues in the suit, 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 under Section 16 of the Court Fees Act.

9. The suit is disposed of.

10. File be consigned to the record room.

HIMA KOHLI, J

JULY 17, 2015

sk/ap