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

+ CS(OS) 1829/2011 and I.A. 11984/2011, 8262-63/2012 and 9535/2015

M/S HT MEDIA LIMITED Plaintiff
Through: Ms. Arundhati Gopal, Advocate

versus

ADHIR KUMAR SAXENA & ANR Defendants
Through: Mr. Manu Beri, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
11.08.2015

1. Counsels for the parties state that pursuant to their appearing before the Delhi High Court Mediation and Conciliation Centre, they have been able to negotiate a settlement in terms of the Settlement Agreement dated 09.04.2015.

2. The terms and conditions of the settlement have been recorded in para 7 of the Settlement Agreement, whereunder the defendants have acknowledged the plaintiff to be the owner and proprietor of the intellectual property rights in respect of its website, www.hindustantimes.com, besides others as detailed in the plaint. The defendants have also given a series of undertakings to the plaintiff

as recorded in para 7(b) and (c) of the application and they have agreed to pay a sum of ₹80,000/- to the plaintiff in full and final settlement of all its claims, subject matter of the present suit.

3. Counsel for the plaintiff confirms that the aforesaid amount has been tendered by the defendants. Both the parties jointly request that the suit may be decreed in terms of prayer clause 25(a) of the plaint.

4. The Court has perused the Settlement Agreement dated 9.4.2015. The same has been signed by the authorised representatives of the plaintiff and the defendants and their respective counsel as also learned Mediator.

5. 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.

6. The suit is decreed in accordance with the terms and conditions of the Settlement Agreement dated 09.04.2015 and the prayer clause 25(a) of the plaint. Decree sheet shall be drawn accordingly.

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

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 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, as per law.

File be consigned to the record room.

AUGUST 11, 2015

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HIMA KOHLI, J