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

+ CS(OS) 2230/2014 & IA No.19509/2014

M/S SCONCE GLOBAL PVT. LTD. Plaintiff
Through: Mr. Pulkit Narang, Advocate

versus

M/S ETA ENGINEERING PVT. LTD. Defendant
Through: Mr. Deepak Vashisht, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% **11.03.2015**

I.A. 5038/2015 (joint application u/O XXIII R 3 CPC)

1. The present joint application has been filed by the parties stating *inter alia* that pursuant to their being referred to mediation, they have arrived at a negotiated settlement.
2. The terms and conditions of the settlement are recorded in the Settlement Agreement dated 12.2.2015, wherein it was agreed between the parties that the defendant shall pay a sum of ₹31,23,000/- to the plaintiff in full and final settlement of all its claims in the suit.
3. Counsel for the plaintiff states that the aforesaid amount has been paid by the defendant to the plaintiff through three cheques for the sum of ₹10,41,000/-, each and all the said cheques have been

duly encashed on presentation and thereafter, nothing further is due or payable by the defendant to his client. They request that the present suit may be disposed of in terms of the settlement arrived at between the parties.

4. The present application has been signed by the authorized representative of the plaintiff and enclosed therewith is a copy of the Settlement Agreement dated 12.2.2015. The application is supported by the affidavit of the authorized signatory of the plaintiff.

5. The Court has perused the Settlement Agreement dated 12.2.2015. The terms and conditions of the settlement are set out in para 6 thereof. The same has been signed by the authorized representatives of the plaintiff and the defendant and by their respective counsels as also by the learned Mediator. Enclosed therewith are the letters of authority issued in favour of the signatories to the Settlement Agreement.

6. As the counsels for the plaintiff and the defendant 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 parties shall remain bound by the terms and conditions of the settlement.

7. The suit is accordingly disposed of in terms of the settlement arrived at and recorded in the Settlement Agreement dated 12.2.2015, 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, prior to the pleadings being completed in the suit, the plaintiff is entitled to 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.

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

File be consigned to the record room.

HIMA KOHLI, J

MARCH 11, 2015

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