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

+ CS(OS) 815/2015 and I.A.6121-6122/2015, 20440/2015

GOODWILL APARTMENTS PVT LTD Plaintiff
Through: Mr. L.M. Asthana, Advocate with
Mr. Siddhant Asthana, Advocate

versus

LEISURE HOTELS PVT LTD & ANR Defendants
Through: Mr. Arun Vohra, Advocate with
Ms. Aakriti Vohra, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 07.12.2015

1. Pursuant to the parties being referred to mediation, a Settlement Agreement dated 29.10.2015 has been forwarded by the Delhi High Court Mediation and Conciliation Centre. Counsels for the parties state that the settlement was arrived at well before the cut off date of 24.11.2015 and the same may be taken on record. The terms and conditions of the settlement arrived at between the parties have been set out in paras (i) to (x) of the Settlement Agreement.
2. Counsels for the parties state that in terms of the settlement, the defendants have handed over the vacant peaceful possession of the suit premises to the plaintiff and all the amounts due and payable

by the defendants have been paid to the plaintiff except for the rent for the month of October, 2015, which is lying deposited with the Registry. Counsel for the defendants states that proof of payment of outstanding electricity bills is handed over to the counsel for the plaintiff.

3. As for the outstanding water bills, the Court is informed by learned counsel for the defendants that a bill to the tune of Rs.4,25,000/- was raised by the DJB and his clients have paid a sum of Rs.3 lacs, being the amount relating to the period of their tenancy. He clarifies that the balance amount of Rs.1,25,000/- relates to the period prior to the period of tenancy and his clients are not liable to pay the said amount. He states that the break up of the said bill and the proof of payment of Rs.3 lacs has already been directly handed over to the plaintiff/company. Counsel for the plaintiff states that he does not have any instructions in that regard and shall obtain clarifications from his client. He also undertakes to hand over by tomorrow, a demand draft of Rs.5 lacs to the defendants towards refund of the security deposit.

4. Counsel for the defendants submits that if any other amount is due and payable to the DJB, his clients undertake to approach the DJB

within one week for obtaining the bills and clearing the same with proof of payment handed over to the counsel for the plaintiff within one week thereafter.

5. The Court has perused the Settlement Agreement dated 29.10.2015. The same has been signed by the Directors of the plaintiff/company and the defendant No.1/company and their respective counsels as also by the learned Mediator.

6. 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 Settlement Agreement is taken on record and the parties shall remain bound by the terms and conditions of the settlement recorded therein.

7. The suit is decreed in terms of the settlement arrived at between the parties and recorded in the Settlement Agreement dated 29.10.2015, while leaving the parties to bear their own expenses. Decree sheet be drawn accordingly.

8. The plaintiff shall be entitled to approach the Registry through counsel for seeking release of the rent deposited by the defendants for the month of October, 2015.

9. At this stage, counsel for the plaintiff states that in view of the fact that the parties have arrived at a negotiated settlement prior to the stage of framing of issues, the plaintiff may be permitted refund of the court fee under Section 16 of the Court Fee Act.

10. In view of the aforesaid submission made by the counsel for the plaintiff, the Registry is directed to issue certificates in favour of the plaintiff for refund of the court fees, as per law.

11. The suit is disposed of alongwith the pending applications.

HIMA KOHLI, J

DECEMBER 07, 2015

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